

West Volusia Hospital Authority
Joint Meeting of the
WVHA BOARD OF COMMISSIONERS and the CITIZENS
ADVISORY COMMITTEE (CAC)
June 16, 2022 5:00 p.m.
DeLand, FL

AGENDA

1. Call to Order
2. Opening Observance followed by a moment of silence
3. Approval of Proposed Agenda
4. Consent Agenda
 - A. Approval of Minutes – Regular May 19 ,2022
5. Citizens Comments
6. Citizens Advisory Committee (CAC), Linda White, Chair
 - A. Minutes Ranking Discussion May 10, 2022
 1. CAC Preliminary Ranking Results May 10, 2022
 - B. Minutes Final Ranking May 24, 2022
 1. CAC Ranking Results and Comments May 24, 2022 (spreadsheets attached)
7. CAC meeting adjournment (CAC members may exit if desired)
8. Reporting Agenda
 - A. EBMS May Report – Written Submission
 - B. WVHA miCare Clinic DeLand/Deltona May Report–Written Submission
 - C. The House Next Door May Application Processing Report
9. Discussion Items
 - A. Board Review Administrative Applications 2022-2023 Q&A
 1. Halifax Healthy Communities
 2. THND HealthCard Program
 3. RAAO Prescreening
 - B. EBMS/Veracity Official Notice of Renewal Fees effective October 1, 2022 (email dated 5/26/2022 attached)
 - C. Accounting Services Agreement – James Moore & Company
 - D. Employment Agreement for WVHA Administrator
 - E. Authorization to Sign-on as a Participating Subdivision in State Opioid Settlements-Commissioner Coen
 - F. Rising Against All Odds WVHA 2021-2022 Funding Increase Request of \$59,2000.00
 - G. Follow Up Items
10. Finance Report
 - A. May Financials
 - B. June 1, 2022 pre-preliminary Tax Roll Values per F.S. 200.065(8)
11. Legal Update
12. Adjournment

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

DeLand City Hall
120 S. Florida Avenue, DeLand, FL
5:00 P.M.
May 19, 2022
DeLand, Florida

Those in Attendance:

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

CAC Present:

Linda White
Patrick Rogers

Others Present:

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

Commissioner Craig was running late.

Call to Order Regular Meeting

Chair Coen called the meeting to order. The meeting took place at DeLand City Hall in the Commission Chamber, located at 120 S. Florida Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 5:03 p.m. The meeting was opened with The Pledge of Allegiance followed by a moment of silence.

Approval of Proposed Agenda

Motion 044 – 2022 Commissioner Pepin motioned to approve the agenda as presented. Commissioner Accardi seconded the motion. The motion passed by a 4-0-1 vote.

Consent Agenda

Approval of Minutes – Special Meeting RFP March 3, 2022

Motion 045 – 2022 Commissioner Manning motioned to approve the Consent Agenda. Commissioner Pepin seconded the motion. The motion passed by a 4-0-1 vote.

Reporting Agenda

EBMS March Report – Written Submission

WVHA miCare Clinic DeLand/Deltona March Report - Written Submission

Chair Coen had recently asked Mr. Darik Croft about the reporting of utilization and percentages and if they were in line with industry standards and he said that they are. Membership has declined; however, the patient penetration has increased.

The House Next Door (THND) March HealthCard Report

Citizens Comments

There was one.

**Citizens Advisory Committee (CAC), Chair Linda White Verbal Update
Discussion/Q&A Meeting Minutes May 3, 2022 (Pending Transcription)
Ranking Discussion Meeting May 10, 2022 (Pending Transcription)**

**Contractual Utilization Reports to WVHA Board of Commissioner
Nicole Sharbono, SMA Healthcare**

Ms. Nicole Sharbono presented the Board with SMA's annual utilization report.

5:10 p.m. Commissioner Craig arrive at the meeting.

Brenda Flowers, Rising Against All Odds

Ms. Brenda Flowers presented the Board with RAAO's annual utilization report.

Discussion Items

**WVHA RFP Administrative and/or Accounting Services
Arrived, LLC, Caroline Skinner – Administrative Services
EBS Diversified Solutions, Inc. John Eidt – Administrative & Accounting
Services
James Moore & Company, Zach Chalifour/Webb Shephard – Accounting
Services
Stacy Tebo – Administrative Services**

The Board allowed each RFP bidder to address the Board and provide them with a brief history of their professional experiences.

The Board engaged in a question-and-answer session with each applicant, beginning with James Moore and Company.

There was a Board request that James Moore could attend more than two Board meetings annually, instead make it four.

Mr. Chalifour agreed that they would attend four without charging any additional hourly rates for attending those four meetings.

Mr. Small asked Mr. Chalifour what would be an example of a type of service that they the Board might request of James Moore that would necessitate James Moore to charge the Board extra fees?

Mr. Chalifour responded that a good example would be the Florida Auditor General's Operational Audit. However, the costs would be discussed/disclosed in advance of invoicing.

There was discussion involving a bi-monthly payroll and costs involved.

Mr. Chalifour responded that James Moore outsources their payroll to ADP and that would be their recommendation, to use a third-party provider.

Motion 046 – 2022 Commissioner Pepin motioned to select James Moore and Company as the new Accounting Firm to replace DRT for as smooth a transition as possible, before June 30th 2022 and for the WVHA Attorney to draft a contract. Commissioner Accardi seconded the motion.

Chair Coen requested a friendly amendment “subject to completing any additional background checking by next Thursday and forward any concerns to our attorney who is authorized to negotiate and finalize a contract for services with James Moore and Company for our review and approval at the next Board Meeting”.

Commissioner Pepin accepted Chair Coen’s friendly amendment. Commissioner Accardi seconded the amended motion.

Mr. Small wanted to note for the record that James Moore and Company would be adding to their list of tasks preparing the Administrator during the pre-meetings to being fully prepared to respond to any accounting questions in their absence; that their proposal be modified to include meeting attendance for four (4) meetings at their originally proposed costs; primarily, Mr. Webb Shephard will be attending those meetings; and they would be including in their responsibilities with helping the WVHA reply to the Florida Auditor General’s findings.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Ms. Caroline Skinner presented for questions.

Commissioner Pepin asked if Ms. Skinner had other clients?

Ms. Skinner said her client listing is varied.

Commissioner Accardi asked if Ms. Skinner would be amendable to becoming an employee as opposed to contracted.

Ms. Skinner admitted that she hadn’t given that any consideration but could not commit to that at this moment as she did not believe that was an option.

Chair Coen asked Ms. Skinner if she would be willing to resign from The Neighborhood Center Board, as that would be a conflict of interest.

Ms. Skinner stated that she would.

Ms. Stacy Tebo presented for questions.

Commissioner Manning asked Ms. Tebo if she was planning to attend all Board meetings and CAC meetings.

Ms. Tebo stated yes.

Commissioner Craig asked Ms. Tebo if she would consider becoming a full-time employee of the WVHA? Further, she listed in her proposal that she would dedicate her availability during regular business hours, but both the WVHA Board and the CAC meet in the evenings.

Ms. Tebo responded yes, she would consider becoming a full-time employee and she stated that she was committed to attend all scheduled meetings.

Commissioner Craig noted that in Ms. Tebo's proposal, she stated that she needed to give her current employer 30 days' notice; she asked if that could be cut down to a two-week notice?

Ms. Tebo responded yes.

Motion 047 – 2022 Commissioner Manning motioned to hire Ms. Stacy Tebo as the full-time Administrator for the WVHA. Commissioner Accardi seconded the motion.

Chair Coen requested a friendly amendment, "Ms. Tebo to become employed as a full-time Administrator for the WVHA subject to completing any additional background checking by next Thursday and forward any concerns to the WVHA Attorney who is authorized to negotiate and finalize a contract for services with Ms. Tebo".

Commissioner Manning accepted the friendly amendment. Commissioner Accardi seconded the amended motion.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Chair Coen requested a motion that if for any reason an employment contract cannot be negotiated with Ms. Tebo consistent with the RFP response and the Board's instructions,

then the WVHA select Ms. Skinner as a full-time administrator for WVHA subject to the same conditions as motion 047 – 2022.

Motion 048 – 2022 Commissioner Manning motioned that if for any reason an employment contract cannot be negotiated with Ms. Tebo consistent with the RFP response and the WVHA’s instructions, then Ms. Skinner will be selected as a full-time administrator for WVHA subject to the same conditions as motion 047 – 2022. Commissioner Pepin seconded the motion.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Summary Plan Benefit for WVHA Revised May 1, 2022 (attached)

Motion 049 – 2022 Commissioner Manning motioned to approve the revision made to the Summary Plan Benefit Document. Commissioner Craig seconded the motion.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Registering WVHA on AdventHealth’s Launch Whole Health Hub-Commissioner Coen

Chair Coen asked for more time to address this and table it for the time being.

Board Review Administrative Applications and Timeline Implemented (list attached)

**Halifax Healthy Communities
THND HealthCard Program
RAAO Prescreening**

Motion 050 – 2022 Commissioner Craig motioned to hold a Q&A meeting, placing this on the June 16, 2022 Agenda, for the Board to review these three administrative funding applications with the agency representatives. Commissioner Manning seconded the motion. The motion passed unanimously.

Quality Quickprint Pricing Proposal Marketing Materials (email dated 4/25/2022 attached along with proposals/pricing)

Motion 051 – 2022 Commissioner Manning motioned to order a 6” blue full color stretch table throw at \$260.00 plus set up, as proposed by Quality Quickprint. Commissioner Craig seconded the motion.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes
Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Follow Up Item

Eligibility Guidelines (EG) Revision Recommendations (emailed to Board and THND 4/13/2022)

There were no recommended revisions to the Eligibility Guidelines.

Finance Report

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

Motion 052 - 2022 Commissioner Pepin motioned to pay the bills totaling \$1,889,401.71. Commissioner Accardi seconded the motion. The motion passed unanimously.

Mr. Cantlay recommended that the Board make budget allocations from Other Operating to fund the outside legal counsel for Phelps - Dunbar and Heffley & Associates and increase Attorney Small’s 2021-2022 budget adding an additional \$30,000.00, moving this from Other Operating as well.

Mr. Small suggested to budget for outside legal counsel as outlined in their contracts with the WVHA.

Motion 053 – 2022 Commissioner Pepin motioned to make budget amendments FY 2021-2022 to transfer from Other Operating the amount of \$30,000.00 into Attorney Small’s budgeted line item and to transfer from Other Operating an amount sufficient to accommodate the contractual commitments for both Phelps - Dunbar and Heffley & Associates. Commissioner Manning seconded the motion.

Roll call:

Commissioner Accardi	Yes
Commissioner Craig	Yes

Commissioner Manning	Yes
Commissioner Pepin	Yes
Chair Coen	Yes

The motion passed unanimously.

Mr. Small explained that after considering the limited number of responses received to the RFP and the lack of any competitively priced response wherein an accounting firm would itself employ administrative staff to provide the necessary administrative support for WVHA, members of the Board unanimously agreed to select the proposer who not only submitted the lowest priced bid to provide administrative support services but who also was ready, willing and able to proceed with negotiations to contract for providing such services as a full time employee at that competitive rate. The RFP did not state that WVHA was looking for an “independent contractor”, but instead expressly reserved the right to request that a proposer “to modify their proposal to more fully meet the needs of WVHA”. In the days leading up to the meeting, Board members were asked to consider whether a final contract should be styled as an independent contract or an employment agreement. Members of the Board individually determined that an employment agreement would most fully meet the needs of WVHA and also avoid the risk of IRS penalties for misclassifying a worker as an “independent contractor” instead of an “employee” as defined by the IRS. Based on the responses obtained during the Q&A, the Board unanimously voted to select Ms. Stacy Tebo as their preferred proposer and directed that counsel negotiate with her to reach a full-time employment agreement. The Board in a separate motion directed counsel to pursue negotiations for the same type of employment agreement with Carolyn Skinner as an alternate if good faith negotiations with Ms. Tebo did not result in a mutually acceptable employment agreement.

There was Board consensus and discussion that the decision to choose Ms. Tebo over Ms. Skinner for the Administrator for the WVHA was based upon who could best perform the job duties and not based upon who would or would not agree to becoming a full-time employee versus an independent contractor. The Board believed that both Ms. Tebo and Ms. Skinner were qualified.

Legal Update

Mr. Theodore Small, Legal Counsel for the WVHA submitted his legal update verbally.

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

Adjournment

Jennifer Coen, Chair

**CITIZENS ADVISORY COMMITTEE MEETING
WEST VOLUSIA HOSPITAL AUTHORITY
DELAND CITY HALL
120 S. FLORIDA AVENUE
DELAND, FL
MAY 10, 2022
5:15PM
MINUTES**

CAC Members/Attendance:

Linda White
Althea King
Jenneffer Pulapaka
Jacquie Lewis
Asal Johnson
Patrick Rogers

Absent:

Christian Brown (Excused)
Ella Ran (Excused)
Willie T. Stephens (Unexcused)
Taylor Hibel (Excused)

Others Present:

Eileen Long, Dreggors, Rigsby & Teal, P.A.
WVHA Commissioner Donna Pepin

Call to Order

CAC Chair Linda White opened the meeting with The Pledge of Allegiance followed by a moment of silence.

Approval of Agenda

Member Lewis motioned to approve the agenda as presented. Member Pulapaka seconded the motion. The motion passed by a 6-0-4 vote.

Approval of CAC Minutes – May 3, 2022 Q&A/Discussion (Pending Transcription)

Citizens Comments

There were none.

April Schedule I – Healthcare Expenditures

Chair White explained that this financial statement is being provided to the Committee so that they can see the funded agencies current WVHA budget utilization versus what they are requesting for 2022-2023.

CAC Tentative Ranking and Discussion for Funding Applicants

- a. Florida Department of Health Dental Services
- b. The Neighborhood Center Outreach-Access to Care
- c. The House Next Door Therapeutic Services
- d. SMA Baker Act
- e. SMA Psychiatric/Homeless Services
- f. SMA Residential Beds
- g. Community Legal Services of Mid-Florida
- h. Healthy Start Coalition of Flagler and Volusia (HSCFV) Outreach
- i. HSCFV FSC
- j. HSCFV CHN
- k. Hispanic Health Initiative MRA/Education/Case Mgmt.
- l. Rising Against All Odds HIV/Aids/Outreach

The Committee members read their rankings for each funding application into the public record (spreadsheet attached).

CAC Comments

There was CAC discussion regarding the barriers that Healthy Start Coalition of Flagler and Volusia (HSCFV) CHN Program have encountered due to their clients becoming eligible for Medicaid and therefore the WVHA will not pay as they are the payor of last resort. There was CAC consent that this contractual language barrier should be addressed and/or removed by the WVHA Board of Commissioners, but the Committee as a whole wanted this program to be successfully funded by the WVHA.

Ms. Thalia Smith, HSCFV addressed the Committee and explained that all pregnant women have presumptive eligibility for 45 days with Medicaid. During and after this time they must apply for ongoing Medicaid services. Application enrollment from Medicaid is currently taking approximately 8-12 weeks. The total time from presumptive eligibility to enrollment is 14.5-18.5 weeks or approximately 3-5 months. The Community Health Nurse position is only designed to see women and families for a short duration and Healthy Start's contract stipulates that any individual seen by the nurse must apply for WVHA HealthCard within two weeks of receiving services. HSCFV did not anticipate this disconnect in timing and subsequent difficulty in meeting the WVHA contractual criteria.

There was further Discussion regarding establishing a quorum for CAC meetings and the Committee consented to notify WVHA Chair Coen that Committee member Willie T. Stephens has not been in attendance at any CAC meetings and that his seat should be officially declared vacant by the WVHA Board of Commissioners.

Adjournment

There being no further business before the Committee, the meeting was adjourned.

Linda White, CAC Chair

WVHA Funding Applicants 2022-2023 applicant but not at the requested amount but fund at the amount of \$ _____ (see attached completed ranking sheets with CAC comments)

[illegible]

**CITIZENS ADVISORY COMMITTEE MEETING
WEST VOLUSIA HOSPITAL AUTHORITY
DELAND CITY HALL
120 S. FLORIDA AVENUE
DELAND, FL
MAY 24, 2022
5:15PM
MINUTES**

CAC Members/Attendance:

Linda White
Jenneffer Pulapaka
Jacquie Lewis
Asal Johnson
Patrick Rogers
Taylor Hibel
Ella Ran

Absent:

Christian Brown (Excused)
Althea King (Excused)

Others Present:

Eileen Long, Dreggors, Rigsby & Teal, P.A.
WVHA Commissioner Donna Pepin

Call to Order

CAC Chair Linda White opened the meeting with The Pledge of Allegiance followed by a moment of silence.

There was CAC consent that CAC Member Willie T. Stephens seat on the CAC be declared vacant based upon the final paragraph in the CAC Minutes of May 3, 2022.

Approval of Agenda

Member Lewis motioned to approve the agenda as Amended. Member Ran seconded the motion. The motion passed by a 6-0-3 vote.

Approval of CAC Minutes – May 3, 2022 Q&A/Discussion

Member Lewis motioned to approve the CAC Minutes of May 3, 2022. Member Rogers seconded the motion. The motion passed by a 6-0-3 vote.

Approval of CAC Minutes – May 10, 2022 Preliminary Ranking (Ranking Sheet attached)

Member Ran motioned to approve the CAC Minutes of May 10, 2022. Member Lewis seconded the motion. The motion passed by a 6-0-3 vote.

Citizens Comments

There were none.

April Schedule I – Healthcare Expenditures

Chair White explained that this financial statement is being provided to the Committee so that they can see the funded agencies current WVHA budget utilization versus what they are requesting for 2022-2023.

2022-2023 Funding Applications received-utilization through April 2022

CAC Tentative Ranking and Discussion for Funding Applicants

- a. Florida Department of Health Dental Services
- b. The Neighborhood Center Outreach-Access to Care
- c. The House Next Door Therapeutic Services
- d. SMA Baker Act
- e. SMA Psychiatric/Homeless Services
- f. SMA Residential Beds
- g. Community Legal Services of Mid-Florida
- h. Healthy Start Coalition of Flagler and Volusia (HSCFV) Outreach
- i. HSCFV FSC
- j. HSCFV CHN
- k. Hispanic Health Initiative MRA/Education/Case Mgmt.
- l. Rising Against All Odds HIV/Aids/Outreach

The Committee members read their rankings for each funding application into the public record (spreadsheet attached). There was CAC consent to retain Althea King's preliminary rankings that she announced during the CAC May 10th, 2022 Ranking Discussion Meeting, as she had a death in her family and was traveling overseas.

CAC Comments

Adjournment

There being no further business before the Committee, the meeting was adjourned.

Linda White, CAC Chair

WVHA Funding Applicants 2022-2023	CAC Member/Ranking A) Fund this applicants at 100%, B) Not Fund this applicant, or C) Fund this applicant but not at the requested amount but fund at the amount of \$_____ (see attached completed ranking sheets with CAC comments)
--	--

[illegible]

WVHA/CAC Ranking Sheet

CAC Member: Patrick Rogers

Please write your answers below for questions A), B), or C) if it were up to you would you:

A) Fund this applicant at 100% of the requested amount, why:

B) Not fund this applicant, why:

C) Fund this applicant but not at the requested amount but fund the amount of \$ _____, why:

Please provide detailed explanations for your rankings in the spaces below each Agency Name

CURRENTLY FUNDED APPLICANTS APPLYING FOR 2022-2023

A, B or C

1	Florida Department of Health Dental Services \$150,000.00	A
	A) Fund at 100% Dental health is fundamental to overall health, very limited providers	
2	The Neighborhood Center Outreach-Access to Care \$100,000.00	A
	A) Fund at 100% TNC increases access to services and coordination with multiple services/agencies for high need population	
3	The House Next Door Therapeutic \$60,000.00	A
	A) Fund at 100% Addresses critical need, and hopefully can fully staff up. Would be open to further funding request	
4	SMA Baker Act \$300,000.00	A
	A) Fund at 100% Agency has already expended funding. Leverages other funding	
5	SMA Psychiatric/Homeless \$78,336.00	A
	A) Fund at 100% Active community partner providing critical services	
6	SMA Residential \$550,000.00	A
	A) Fund at 100% Provides Level 2 services/high level of counseling	
	B)	
	C)	
7	Community Legal Services of Mid-Florida \$105,793.70	A
	A) Fund at 100% Enables high service utilizing clients to leverage other funding services	

8	Healthy Start Coalition of Flagler & Volusia (HSCFV) Outreach \$81,560.00	A
	A) Fund at 100%	
	Comprehensive approach in dealing with healthy as well as high risk pregnancy, post partum and follow up care. Increase postential for healthy pregnancy and birth outcomes.	
9	HSCFV FSC \$76,331.00	A
	A) Fund at 100%	
	Enables early intervention and support, creating better long term outcomes	
10	HSCFV CHN \$70,160.00	A
	A) Fund at 100% Based on contractual resolution	
11	Hispanic Health Initiative \$75,000.00	C
	C) Fund at 70% - \$52,500	
	WVHA appears to be only program cash funder, remaining is In-kind, need to diversify funding	
	In kind volunteer time valued at \$26.32/hour, Community Health Worker salary budget ~ \$12/hour	
	Has been functioning under reduced operations, 2021 bank/credit card fees \$2,217 (6.7% of income)	
	2021 operations expense was 12% of overall expenses, annual 44% net loss	
12	Rising Against All Odds \$145,140.00	A
	A) Fund at 100%	
	Recognized high performing service provider, assisting clients to address critical needs in respectful manner	

Eileen Long

From: Althea A.M. King <altheakingwhittaker@gmail.com>
Sent: Tuesday, May 24, 2022 8:54 AM
To: Eileen Long
Cc: Althea King
Subject: CAC Meeting

Good Day. I apologize but am unable to attend the meeting today. I had a death in the family and am traveling overseas. I did not have access to our secure website so apologize for using this one. I know the importance of this meeting and truly apologize for missing it.

--

In His Service,
Althea King
Checkmate Services International
www.checkmateservices.org
386-866-1078
"For I know the plans I have for you..."
Jer 29:11

Eileen Long

From: Asal Johnson <Asal.Johnson@stetson.edu>
Sent: Tuesday, May 24, 2022 9:56 AM
To: Eileen Long
Subject: Re: CAC Meeting Transcription 5-10-2022 & Discussion Ranking Sheet- Amended Agenda 5/24/2022
Attachments: image001.jpg; 5-10-2022 Ranking Discussion.doc; 5-10-2022 Discussion Ranking Compilation 2022-2023 Completed.xlsx; 5-24-2022 Final Ranking CAC Meeting.doc

Hi Eileen,

I am out the entire day today and away from my computer. I just wanted to let you know ahead of time my final ranking is the same as my preliminary ranking. I gave A to all applicants.

Thank you so much,

Asal

*Asal Mohamadi Johnson, PhD, MPH
Associate Professor of Public Health
Department of Environmental Sciences and Studies
Sage Hall, Room 250
Stetson University
421 N. Woodland Blvd., Unit 8387
DeLand, FL 32723
P 386-822-7913 | E asal.johnson@stetson.edu*

On May 20, 2022, at 4:14 PM, Eileen Long <elong@drtcpa.com> wrote:

CAUTION - External Email -

Good afternoon all,

Please find attached to this email the transcribed meeting minutes from the CAC 5/10/2022 Discussion Ranking Meeting, the Discussion Ranking Tentative results, and an amended agenda for Tuesday's Final Ranking Meeting of the CAC.

Have a great (albeit wet) weekend!

See everybody on Tuesday at DeLand City Hall.

Eileen O'Reilly Long
1006 N Woodland Blvd
DeLand FL 32720
386-734-9441 Office
386-738-5351 Fax

2022 WVHA/CAC RANKING

Jacquelyn Lewis/Citizens Advisory Committee

Organization/Program/Service Line	Grade	Dollar Amount	%
FDOH/Dental Services	A	\$150,000.00	100%
The Neighborhood Center/Outreach	A	\$100,000.00	100%
The House Next Door/Therapeutic	A	\$60,000.00	100%
SMA/Baker Act	A	\$300,000.00	100%
SMA/Psychiatric/Homeless	A	\$78,336.00	100%
SMA/Residential	A	\$550,000.00	100%
Community Legal Services of Mid FL	A	\$105,793.70	100%
Healthy Start Coalition/HSCVF/Outreach	A	\$81,560.00	100%
Healthy Start Coalition/HSCVF/FSC	A	\$76,331.00	100%
Healthy Start Coalition/CHN	A	\$70,160.00	100%
Hispanic Health Initiative	A	\$75,000.00	100%
Rising Against All Odds	A	\$145,140.00	100%

"In accordance with WVHA CAC Bi-Laws and after careful review and consideration of the grant application and all supporting documentation, along with site visits/calls/personal staff/patient/client interviews, this organization has and is providing the gold standard of care to our WVHA HealthCard members.

Furthermore, this organization clearly meets the criterium for identified needs for services addressed in the comprehensive community health needs study.

Therefore, it is my decision to fund this organization at 100% and give them an "A" ranking/grade."

Linda White

- 1.) **Florida Department of Health Dental Services** A
Fund at 100%
Met Criteria
Good Utilization noted
- 2.) **The Neighborhood Center Outreach Access to Care** A
Fund at 100%
Met Criteria
Strategic Community Partner to connect individuals to WVHA
- 3.) **The House Next Door Therapeutic Services** A
Fund at 100%
Provides Mental health services identified in Community Needs Assessment
Utilization should improve as Covid subsidies and more therapists are hired
- 4.) **SMA Baker Act** A
Fund at 100%
Criteria Met
Provides critical community Crisis Intervention
- 5.) **SMA Psychiatric /Homeless Services** A
Fund at 100%
- 6.) **SMA Residential Treatment Beds** A
Fund at 100%
Met Criteria
- 7.) **Community Legal Services of Mid Florida** A
Fund at 100%
Met Criteria
Strategic Partner for WVHA
- 8.) **Healthy Start Coalition of Volusia Flagler Outreach** A
Fund at 100%
Met Criteria
- 9.) **Healthy Start Coalition VF FSC** A
Fund @ 100%
Met Criteria
Participates in Community Needs Assessment
10. **Healthy Start Coalition VF Community Health Nurse** A
Fund at 100% (if workable contract can be crafted .)
- 11.) **Hispanic Health Initiative** A
Fund at 100%
Met Criteria
Partnering with Mi Care Clinics
- 12.) **RAAO** A
Fund at 100%
Met Criteria

Linda White, Cont'd

Notes :

All of the funding requests were in the current funding cycle so we have reason to believe they have come through the pandemic on solid financial ground and are making strides in adapting and accommodating emerging community needs in the post pandemic environment .

Additionally , each agency has stood the test of the state audit of the WVHA .

The Authority has tools in place to validate reimbursement .

For these reasons , I am recommending the full requested funding amount of all agencies.



EBMS

June 16, 2022

Submission Report for
WVHA Board Members

Table of Contents

Executive Summary Current Month & YTD	1
PCORI Membership Count	5
Enrollment Counts by Postal Code	6
Tier Census	7
Benefit Analysis Summary Current Month & YTD.....	9
Cost of Major Current Month & YTD.....	11
Cost of Minor Current Month & YTD.....	13
Summary of Claims Paid by Location.....	24
Paid Amount by PCP Encounters Current Month & YTD.....	26
Claims paid by Month	29



Executive Summary for 00532

Client: West Volusia Hospital Authority
 Paid Dates: 5/1/2022 to 5/31/2022
 Location: All

Department: All
 Benefit Plan: All
 TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	8644		Charges	\$5,798,788	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$5,219,687	Addl Info Not Provided	\$143,339	2.47%
Medical	\$566,392	\$450	Allowed	\$579,100	Duplicate Charges	\$192,583	3.32%
Professional	\$256,549	\$204	less Member	\$13,226	Plan Limitations	\$999,739	17.24%
Facility	\$309,843	\$246	less Adjustments	-\$517	UCR Reductions	\$103	0.00%
PBM	\$0	\$0	Paid Benefit	\$566,392	Other	\$3,883,924	66.98%
Total Plan Paid:	\$566,392	\$450	plus Admin Costs	\$82,313	Total:	\$5,219,687	90.01%
			Total Plan Paid:	\$648,705			

Census										
Census Date:	Male Emp	Female Emp	Total Employees	Male Spouse	Female Spouse	Male Dep	Female Dep	Total Medical	Total Dental	Total Vision
5/31/2022										
0 to 19	14	19	33	0	0	0	0	33	0	0
20 to 25	23	29	52	0	0	0	0	52	0	0
26 to 29	31	26	57	0	0	0	0	57	0	0
30 to 39	97	93	190	0	0	0	0	190	0	0
40 to 49	119	167	286	0	0	0	0	286	0	0
50 to 59	155	228	383	0	0	0	0	383	0	0
60 to 64	78	108	186	0	0	0	0	186	0	0
65 and Older	25	46	71	0	0	0	0	71	0	0
Totals	542	716	1258	0	0	0	0	1258	0	0
Average Age	46.70	48.72	47.85	0.00	0.00	0.00	0.00	47.85	0.00	0.00

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 5/31/2022	Employee	Spouse	Dependent
Adventhealth Deland	77	\$105,326	0 to 19	\$1,647	\$0	\$0
Adventhealth Fish	64	\$92,027	20 to 25	\$34,401	\$0	\$0
Quest Diagnostics Tampa	863	\$45,316	26 to 29	\$22,171	\$0	\$0
Florida Cancer Specialists	56	\$44,019	30 to 39	\$52,002	\$0	\$0
Medical Center Of Deltona	24	\$39,564	40 to 49	\$110,638	\$0	\$0
Deland Dialysis	37	\$29,363	50 to 59	\$227,404	\$0	\$0
Halifax Hospital Medical	7	\$22,527	60 to 64	\$84,879	\$0	\$0
6 Radiology Associates	146	\$19,938	65 and Older	\$33,250	\$0	\$0
Blue Springs Surgery	4	\$8,423	Totals	\$566,392	\$0	\$0
Gastroenterology Of	62	\$8,238				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
Month	Paid	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
January 22	\$741,009	Medical	\$19,498	45	\$877,410
February 22	\$695,072	RX	\$0	585	\$0
March 22	\$585,388				
April 22	\$749,550				
May 22	\$566,392				
Total:	\$3,337,411	Total:			\$877,410



Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

5/1/2022 to 5/31/2022

Benefit Plan: All

Location:

All

TIN: All

Benefit Analysis								
Benefit Category	Line Counts	Charges	Disallowed	Allowed	Member	Adjustments	Plan Paid	% of Total
AMBULANCE	6	\$61,753	\$61,753	\$0	\$0	\$0	\$0	0.00%
ANESTHESIA	34	\$56,158	\$48,228	\$7,930	\$0	\$0	\$7,930	1.40%
CHIROPRACTIC	64	\$4,859	\$4,121	\$738	\$80	\$0	\$658	0.12%
COVID-19	29	\$3,510	\$3,300	\$210	\$0	\$0	\$210	0.04%
DIALYSIS	81	\$861,017	\$824,777	\$36,240	\$0	\$0	\$36,240	6.40%
EMERG ROOM CHRGS	328	\$1,016,750	\$899,373	\$117,377	\$3,850	\$0	\$113,527	20.04%
INELIGIBLE	215	\$82,284	\$82,284	\$0	\$0	\$0	\$0	0.00%
INPATIENT PHYS	87	\$16,885	\$11,373	\$5,512	\$0	\$0	\$5,512	0.97%
IP HOSP CHARGES	56	\$2,121,234	\$2,022,603	\$98,631	\$1,050	\$0	\$97,581	17.23%
MATERNITY	2	\$2,550	\$2,550	\$0	\$0	\$0	\$0	0.00%
MEDICAL MISC	41	\$16,196	\$13,234	\$2,962	\$92	\$0	\$2,870	0.51%
OFFICE VISIT	1016	\$109,511	\$65,119	\$44,392	\$3,653	\$0	\$40,739	7.19%
OP PHYSICIAN	183	\$251,015	\$232,357	\$18,657	\$94	\$0	\$18,563	3.28%
OTHER	227	\$7,900	\$7,900	\$0	\$0	-\$517	\$517	0.09%
OUTPAT HOSP	19	\$23,225	\$19,826	\$3,399	\$37	\$0	\$3,362	0.59%
PSYCHIATRIC	146	\$29,128	\$17,024	\$12,104	\$625	\$0	\$11,479	2.03%
RADIATION /CHEMO	45	\$155,597	\$115,046	\$40,552	\$20	\$0	\$40,531	7.16%
SLEEP DISORDER	2	\$40	\$40	\$0	\$0	\$0	\$0	0.00%
SURG FACILITY	31	\$293,442	\$230,408	\$63,033	\$600	\$0	\$62,433	11.02%
SURGERY	164	\$20,674	\$17,285	\$3,389	\$0	\$0	\$3,389	0.60%
SURGERY IP	10	\$24,484	\$19,125	\$5,359	\$0	\$0	\$5,359	0.95%
SURGERY OP	71	\$133,153	\$114,139	\$19,014	\$0	\$0	\$19,014	3.36%
THERAPY	166	\$16,296	\$12,568	\$3,729	\$310	\$0	\$3,419	0.60%
URGENT CARE	1	\$498	\$354	\$144	\$25	\$0	\$119	0.02%
VISION	4	\$555	\$555	\$0	\$0	\$0	\$0	0.00%
WELLNESS	2397	\$51,761	\$29,900	\$21,861	\$3	\$0	\$21,858	3.86%
XRAY/ LAB	3554	\$438,314	\$364,447	\$73,867	\$2,786	\$0	\$71,082	12.55%
Totals:	8979	\$5,798,788	\$5,219,687	\$579,100	\$13,226	-\$517	\$566,392	



Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

1/1/2022 to 5/31/2022

Benefit Plan: All

Location:

All

TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	45681		Charges	\$35,407,739	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$31,998,070	Addl Info Not Provided	\$1,831,534	5.17%
Medical	\$3,337,411	\$531	Allowed	\$3,409,669	Duplicate Charges	\$6,582,759	18.59%
Professional	\$1,274,306	\$203	less Member	\$71,940	Plan Limitations	\$7,528,766	21.26%
Facility	\$2,063,105	\$328	less Adjustments	\$318	UCR Reductions	\$1,731	0.00%
PBM	\$0	\$0	Paid Benefit	\$3,337,411	Other	\$16,053,280	45.34%
Total Plan Paid:	\$3,337,411	\$531	plus Admin Costs	\$411,188	Total:	\$31,998,070	90.37%
			Total Plan Paid:	\$3,748,598			

Census										
Census Date:	Male Emp	Female Emp	Total Employees	Male Spouse	Female Spouse	Male Dep	Female Dep	Total Medical	Total Dental	Total Vision
5/31/2022										
0 to 19	14	19	33	0	0	0	0	33	0	0
20 to 25	23	29	52	0	0	0	0	52	0	0
26 to 29	31	26	57	0	0	0	0	57	0	0
30 to 39	97	93	190	0	0	0	0	190	0	0
40 to 49	119	167	286	0	0	0	0	286	0	0
50 to 59	155	228	383	0	0	0	0	383	0	0
60 to 64	78	108	186	0	0	0	0	186	0	0
65 and Older	25	46	71	0	0	0	0	71	0	0
Totals	542	716	1258	0	0	0	0	1258	0	0
Average Age	46.70	48.72	47.85	0.00	0.00	0.00	0.00	47.85	0.00	0.00

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 5/31/2022	Employee	Spouse	Dependent
Medical Center Of Deltona	243	\$796,149	0 to 19	\$4,261	\$0	\$0
Adventhealth Deland	385	\$469,108	20 to 25	\$99,533	\$0	\$0
Adventhealth Fish	327	\$389,747	26 to 29	\$80,753	\$0	\$0
Halifax Hospital Medical	68	\$269,134	30 to 39	\$340,970	\$0	\$0
Quest Diagnostics Tampa	2922	\$193,948	40 to 49	\$716,848	\$0	\$0
Florida Cancer Specialists	445	\$165,518	50 to 59	\$1,160,476	\$0	\$0
6 Radiology Associates	687	\$81,380	60 to 64	\$608,266	\$0	\$0
Orange City Surgery	99	\$51,671	65 and Older	\$326,303	\$0	\$0
Orange City Surgery	96	\$51,056	Totals	\$3,337,411	\$0	\$0
Medical Center Of Deltona	53	\$43,347				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
Month	Paid	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
January 22	\$741,009	Medical	\$19,498	45	\$877,410
February 22	\$695,072	RX	\$0	585	\$0
March 22	\$585,388				
April 22	\$749,550				
May 22	\$566,392				
Total:	\$3,337,411	Total:			\$877,410



Executive Summary for 00532

Client: West Volusia Hospital Authority
 Paid Dates: 1/1/2022 to 5/31/2022
 Location: All

Department: All
 Benefit Plan: All
 TIN: All

Benefit Analysis								
Benefit Category	Line Counts	Charges	Disallowed	Allowed	Member	Adjustments	Plan Paid	% of Total
ALLERGY CARE	13	\$7,503	\$5,150	\$2,353	\$100	\$0	\$2,253	0.07%
AMBULANCE	12	\$64,599	\$64,599	\$0	\$0	\$0	\$0	0.00%
ANESTHESIA	227	\$368,723	\$315,574	\$53,149	\$0	\$0	\$53,149	1.59%
CHIROPRATIC	174	\$9,896	\$6,655	\$3,241	\$510	\$0	\$2,731	0.08%
COVID-19	227	\$23,678	\$21,525	\$2,153	\$0	\$0	\$2,153	0.06%
DIALYSIS	595	\$8,601,938	\$8,546,744	\$55,194	\$0	\$0	\$55,194	1.65%
DME/APPLIANCE	33	\$26,374	\$26,374	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	2234	\$5,319,683	\$4,500,523	\$819,160	\$16,764	\$0	\$802,396	24.04%
HOME HEALTH CARE	1	\$30	\$30	\$0	\$0	\$0	\$0	0.00%
INELIGIBLE	1695	\$1,147,827	\$1,147,827	\$0	\$0	\$0	\$0	0.00%
INPATIENT PHYS	1064	\$235,939	\$183,803	\$52,136	\$0	\$0	\$52,136	1.56%
IP HOSP CHARGES	454	\$6,174,566	\$5,498,261	\$676,305	\$6,025	\$0	\$670,280	20.08%
MATERNITY	9	\$16,800	\$16,656	\$144	\$0	\$0	\$144	0.00%
MEDICAL MISC	264	\$97,161	\$78,055	\$19,106	\$839	\$0	\$18,267	0.55%
OFFICE VISIT	5434	\$618,868	\$391,738	\$227,130	\$18,679	\$0	\$208,451	6.25%
OP PHYSICIAN	1285	\$3,311,052	\$3,259,577	\$51,474	\$912	\$0	\$50,562	1.51%
OTHER	1241	\$8,100	\$8,020	\$80	\$0	\$318	-\$238	-0.01%
OUTPAT HOSP	143	\$2,419,160	\$2,375,214	\$43,946	\$1,513	\$0	\$42,433	1.27%
PSYCHIATRIC	752	\$190,313	\$118,519	\$71,794	\$3,840	\$0	\$67,954	2.04%
RADIATION /CHEMO	387	\$405,557	\$286,291	\$119,266	\$104	\$0	\$119,162	3.57%
REHAB	1	\$27,019	\$27,019	\$0	\$0	\$0	\$0	0.00%
SLEEP DISORDER	22	\$1,432	\$1,432	\$0	\$0	\$0	\$0	0.00%
SUBS ABUSE	3	\$15,018	\$10,850	\$4,169	\$0	\$0	\$4,169	0.12%
SURG FACILITY	194	\$2,378,769	\$1,877,199	\$501,570	\$3,325	\$0	\$498,245	14.93%
SURGERY	909	\$108,184	\$86,007	\$22,177	\$0	\$0	\$22,177	0.66%
SURGERY IP	78	\$141,628	\$119,793	\$21,836	\$0	\$0	\$21,836	0.65%
SURGERY OP	516	\$898,136	\$724,179	\$173,957	\$10	\$0	\$173,947	5.21%
THERAPY	1491	\$145,608	\$101,415	\$44,192	\$3,735	\$0	\$40,457	1.21%
URGENT CARE	7	\$2,237	\$1,887	\$350	\$75	\$0	\$275	0.01%
VISION	9	\$1,395	\$1,395	\$0	\$0	\$0	\$0	0.00%
WELLNESS	8748	\$446,952	\$353,895	\$93,057	-\$7	\$0	\$93,064	2.79%
XRAY/ LAB	18713	\$2,193,595	\$1,841,864	\$351,731	\$15,515	\$0	\$336,216	10.07%
Totals:	46935	\$35,407,739	\$31,998,070	\$3,409,669	\$71,940	\$318	\$3,337,411	



PCORI Membership Count

Block of Business ID:
Client ID:

EBMSI
00532

Eligibility Date : 1/1/2022 to 5/31/2022

Month-Year	Employee Count	Dependent Count	Total Member
00532-West Volusia Hospital Authority			
1/1/2022	1341	0	1341
2/1/2022	1325	0	1325
3/1/2022	1337	0	1337
4/1/2022	1338	0	1338
5/1/2022	1334	0	1334
Total Member Days			1,335.00



Enrollment Counts by Postal Code

Block of Business ID:
Client ID:

EBMSI
00532

As Of Date: 5/31/2022

Postal Code	Employee Count	Dependent Count	Total Count
32105	1	0	1
32130	45	0	45
32180	68	0	68
32190	22	0	22
32713	43	0	43
32720	335	0	335
32724	216	0	216
32725	216	0	216
32738	192	0	192
32744	20	0	20
32763	91	0	91
32764	9	0	9
Total	1258	0	1258



Tier Census by Product 5/1/2022

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

Products: MM,DE,VI

00532 : West Volusia Hospital Authority

Medical	Status	Coverage Level	Total Members	Male Members	Female Members	Male Spouses	Female Spouses	Male Dependents	Female Dependents	Total Enrolled
	Active	Employee Only	1275	543	732	0	0	0	0	1275
		Subtotal for Active:	1275	543	732	0	0	0	0	1275
		Total for Medical:	1275	543	732	0	0	0	0	1275

Requested by: ReportScheduler from p316 data [P316]

Generated at: 14:47:54 on 01 June 2022



Tier Census by Product 5/15/2022

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

Products: MM,DE,VI

00532 : West Volusia Hospital Authority

Medical	Status	Coverage Level	Total Members	Male Members	Female Members	Male Spouses	Female Spouses	Male Dependents	Female Dependents	Total Enrolled
	Active	Employee Only	1263	539	724	0	0	0	0	1263
		Subtotal for Active:	1263	539	724	0	0	0	0	1263
		Total for Medical:	1263	539	724	0	0	0	0	1263



Benefit Analysis Summary

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 5/1/2022 to 5/31/2022

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
AMBULANCE	6	61,752.64	61,752.64	0.00	0.00	0.00	0.00	0.00	0.00%
ANESTHESIA	34	56,158.00	18,963.60	29,264.36	7,930.04	0.00	0.00	7,930.04	1.40%
CHIROPRACTIC	64	4,859.24	3,260.30	860.89	738.05	80.00	0.00	658.05	0.12%
COVID-19	29	3,509.84	2,404.54	895.48	209.82	0.00	0.00	209.82	0.04%
DIALYSIS	81	861,016.95	54,201.05	770,575.59	36,240.31	0.00	0.00	36,240.31	6.40%
EMERG ROOM...	328	1,016,750.16	120,001.50	779,371.73	117,376.93	3,850.00	0.00	113,526.93	20.04%
INELIGIBLE	215	82,283.93	82,283.93	0.00	0.00	0.00	0.00	0.00	0.00%
INPATIENT PHYS	87	16,885.03	7,736.03	3,637.12	5,511.88	0.00	0.00	5,511.88	0.97%
IP HOSP CHARGES	56	2,121,233.82	1,065,960.71	956,641.85	98,631.26	1,050.00	0.00	97,581.26	17.23%
MATERNITY	2	2,550.00	2,550.00	0.00	0.00	0.00	0.00	0.00	0.00%
MEDICAL MISC	41	16,196.48	4,025.48	9,208.63	2,962.37	92.33	0.00	2,870.04	0.51%
OFFICE VISIT	1016	109,511.34	3,987.27	61,131.96	44,392.11	3,652.97	0.00	40,739.14	7.19%
OP PHYSICIAN	183	251,014.55	3,829.63	228,527.68	18,657.24	94.31	0.00	18,562.93	3.28%
OTHER	233	7,900.00	7,900.00	0.00	0.00	0.00	-517.49	517.49	0.09%
OUTPAT HOSP	19	23,224.95	-78,031.75	97,857.39	3,399.31	36.91	0.00	3,362.40	0.59%
PSYCHIATRIC	146	29,128.16	16.00	17,008.25	12,103.91	625.00	0.00	11,478.91	2.03%
RADIATION /CHEMO	45	155,597.13	-23,808.00	138,853.51	40,551.62	20.49	0.00	40,531.13	7.16%
SLEEP DISORDER	2	39.62	39.62	0.00	0.00	0.00	0.00	0.00	0.00%
SURG FACILITY	31	293,441.54	-16,278.48	246,686.79	63,033.23	600.00	0.00	62,433.23	11.02%
SURGERY	164	20,673.54	564.01	16,720.64	3,388.89	0.00	0.00	3,388.89	0.60%
SURGERY IP	10	24,483.66	2,029.00	17,096.09	5,358.57	0.00	0.00	5,358.57	0.95%
SURGERY OP	71	133,152.91	59,027.85	55,110.88	19,014.18	0.00	0.00	19,014.18	3.36%
THERAPY	166	16,296.12	8,192.34	4,375.19	3,728.59	310.00	0.00	3,418.59	0.60%
URGENT CARE	1	498.00	0.00	354.49	143.51	25.00	0.00	118.51	0.02%
VISION	4	555.00	555.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	2397	51,760.69	-69,473.28	99,373.17	21,860.80	2.82	0.00	21,857.98	3.86%
XRAY/ LAB	3554	438,314.25	14,699.44	349,747.34	73,867.47	2,785.75	0.00	71,081.72	12.55%
Totals for 00532	8985	5,798,787.55	1,336,388.43	3,883,299.03	579,100.09	13,225.58	-517.49	566,392.00	

Requested by: ReportScheduler from p316 data [P316]

Generated at: 07:51:22 on 01 June 2022



Benefit Analysis Summary

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 1/1/2022 to 5/31/2022

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
ALLERGY CARE	13	7,503.00	800.00	4,350.41	2,352.59	100.00	0.00	2,252.59	0.07%
AMBULANCE	12	64,598.84	64,598.84	0.00	0.00	0.00	0.00	0.00	0.00%
ANESTHESIA	227	368,722.91	74,578.28	240,995.34	53,149.29	0.00	0.00	53,149.29	1.59%
CHIROPRACTIC	174	9,896.32	3,337.30	3,317.80	3,241.22	510.00	0.00	2,731.22	0.08%
COVID-19	227	23,677.88	15,930.48	5,594.45	2,152.95	0.00	0.00	2,152.95	0.06%
DIALYSIS	595	8,601,938.30	6,905,994.60	1,640,749.62	55,194.08	0.00	0.00	55,194.08	1.65%
DME/APPLIANCE	33	26,374.00	26,374.00	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM...	2234	5,319,682.56	261,248.61	4,239,274.09	819,159.86	16,764.21	0.00	802,395.65	24.04%
HOME HEALTH CARE	1	30.00	0.00	29.96	0.04	0.00	0.00	0.04	0.00%
INELIGIBLE	1695	1,147,826.72	1,147,801.32	25.40	0.00	0.00	0.00	0.00	0.00%
INPATIENT PHYS	1064	235,939.16	116,677.79	67,125.42	52,135.95	0.00	0.00	52,135.95	1.56%
IP HOSP CHARGES	454	6,174,565.99	2,138,513.12	3,359,747.85	676,305.02	6,025.00	0.00	670,280.02	20.08%
MATERNITY	9	16,800.00	16,200.00	456.28	143.72	0.00	0.00	143.72	0.00%
MEDICAL MISC	264	97,160.89	15,032.89	63,021.62	19,106.38	839.12	0.00	18,267.26	0.55%
OFFICE VISIT	5434	618,867.70	84,762.40	306,975.46	227,129.84	18,679.06	0.00	208,450.78	6.25%
OP PHYSICIAN	1285	3,311,051.61	2,605,352.69	654,224.67	51,474.25	912.48	0.00	50,561.77	1.51%
OTHER	1351	8,100.00	7,900.00	120.00	80.00	0.00	318.39	-238.39	-0.01%
OUTPAT HOSP	143	2,419,160.12	1,850,369.75	524,844.42	43,945.95	1,512.87	0.00	42,433.08	1.27%
PSYCHIATRIC	752	190,312.93	33,416.76	85,102.57	71,793.60	3,840.00	0.00	67,953.60	2.04%
RADIATION /CHEMO	387	405,557.13	36,743.00	249,548.40	119,265.73	104.03	0.00	119,161.70	3.57%
REHAB	1	27,018.96	27,018.96	0.00	0.00	0.00	0.00	0.00	0.00%
SLEEP DISORDER	22	1,431.94	1,431.94	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	3	15,018.16	2,650.00	8,199.58	4,168.58	0.00	0.00	4,168.58	0.12%
SURG FACILITY	194	2,378,769.22	-42,177.74	1,919,377.11	501,569.85	3,325.00	0.00	498,244.85	14.93%
SURGERY	909	108,183.50	2,093.01	83,913.86	22,176.63	0.00	0.00	22,176.63	0.66%
SURGERY IP	78	141,628.16	57,970.23	61,822.28	21,835.65	0.00	0.00	21,835.65	0.65%
SURGERY OP	516	898,136.00	162,465.95	561,712.78	173,957.27	9.98	0.00	173,947.29	5.21%
THERAPY	1491	145,607.60	43,350.03	58,065.22	44,192.35	3,735.23	0.00	40,457.12	1.21%
URGENT CARE	7	2,237.00	1,091.00	796.35	349.65	75.00	0.00	274.65	0.01%
VISION	9	1,395.00	1,395.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	8748	446,952.26	-65,260.45	419,155.64	93,057.07	-7.18	0.00	93,064.25	2.79%
XRAY/ LAB	18713	2,193,594.73	274,607.47	1,567,256.04	351,731.22	15,514.89	0.00	336,216.33	10.07%
Totals for 00532	47045	35,407,738.59	15,872,267.23	16,125,802.62	3,409,668.74	71,939.69	318.39	3,337,410.66	

Requested by: ReportScheduler from p316 data [P316]

Generated at: 07:45:43 on 01 June 2022



Cost of Major

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	14	Diseases of the Genitourinary System	79	146	106,270.58	18.76%
00532	West Volusia Hospital Authority	02	Neoplasms	33	65	64,525.12	11.39%
00532	West Volusia Hospital Authority	13	Diseases of the Musculoskeletal System & Connective Tissue	128	207	62,773.67	11.08%
00532	West Volusia Hospital Authority	18	Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere...	170	243	52,469.34	9.26%
00532	West Volusia Hospital Authority	21	Factors Influencing Health Status and Contact with Health Services	248	319	45,262.92	7.99%
00532	West Volusia Hospital Authority	11	Diseases of the Digestive System	66	109	42,445.29	7.49%
00532	West Volusia Hospital Authority	04	Endocrine, nutritional and metabolic diseases	140	166	35,126.46	6.20%
00532	West Volusia Hospital Authority	09	Diseases of Circulatory System	79	112	29,512.48	5.21%
00532	West Volusia Hospital Authority	01	Certain infectious and parasitic disease	32	36	27,245.88	4.81%
00532	West Volusia Hospital Authority	05	Mental, Behavioral and Neurodevelopmental disorders	99	138	25,527.61	4.51%
00532	West Volusia Hospital Authority	10	Diseases of the Respiratory System	42	88	21,426.23	3.78%
00532	West Volusia Hospital Authority	19	Injury, Poisoning and Certain Other Consequences of External Causes	28	48	17,869.79	3.16%
00532	West Volusia Hospital Authority	03	Diseases of the blood and blood-forming organs & disorders involving the...	25	38	8,788.78	1.55%
00532	West Volusia Hospital Authority	07	Diseases of the eye & adnexa	17	23	5,484.33	0.97%
00532	West Volusia Hospital Authority	17	Congenital malformations, deformations and chromosomal abnormalities	1	2	5,455.55	0.96%
00532	West Volusia Hospital Authority	06	Diseases of the nervous system	27	33	4,896.64	0.86%
00532	West Volusia Hospital Authority	12	Diseases of the skin & subcutaneous tissue	22	33	4,613.14	0.81%
00532	West Volusia Hospital Authority	15	Pregnancy, childbirth and the puerperium	6	13	2,623.96	0.46%
00532	West Volusia Hospital Authority	08	Diseases of the ear & mastoid process	5	7	2,374.24	0.42%
00532	West Volusia Hospital Authority	22	Codes for Special Purposes	6	14	1,699.99	0.30%
				1253	1840	566,392.00	100.00%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:51:15 on 01 June 2022



Cost of Major

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	13	Diseases of the Musculoskeletal System & Connective Tissue	350	1252	505,617.97	15.15%
00532	West Volusia Hospital Authority	11	Diseases of the Digestive System	226	681	462,859.47	13.87%
00532	West Volusia Hospital Authority	14	Diseases of the Genitourinary System	227	613	312,276.62	9.36%
00532	West Volusia Hospital Authority	18	Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere...	520	1463	292,547.34	8.77%
00532	West Volusia Hospital Authority	09	Diseases of Circulatory System	228	528	261,179.55	7.83%
00532	West Volusia Hospital Authority	02	Neoplasms	125	435	247,851.03	7.43%
00532	West Volusia Hospital Authority	21	Factors Influencing Health Status and Contact with Health Services	728	1342	218,596.94	6.55%
00532	West Volusia Hospital Authority	01	Certain infectious and parasitic disease	99	239	205,226.17	6.15%
00532	West Volusia Hospital Authority	04	Endocrine, nutritional and metabolic diseases	462	911	189,880.47	5.69%
00532	West Volusia Hospital Authority	10	Diseases of the Respiratory System	122	343	128,345.72	3.85%
00532	West Volusia Hospital Authority	19	Injury, Poisoning and Certain Other Consequences of External Causes	96	242	126,564.92	3.79%
00532	West Volusia Hospital Authority	05	Mental, Behavioral and Neurodevelopmental disorders	191	664	113,359.95	3.40%
00532	West Volusia Hospital Authority	22	Codes for Special Purposes	30	91	105,863.88	3.17%
00532	West Volusia Hospital Authority	03	Diseases of the blood and blood-forming organs & disorders involving the...	87	271	47,618.16	1.43%
00532	West Volusia Hospital Authority	12	Diseases of the skin & subcutaneous tissue	69	137	43,532.56	1.30%
00532	West Volusia Hospital Authority	06	Diseases of the nervous system	105	187	36,935.09	1.11%
00532	West Volusia Hospital Authority	07	Diseases of the eye & adnexa	65	112	19,848.75	0.59%
00532	West Volusia Hospital Authority	15	Pregnancy, childbirth and the puerperium	15	75	8,704.96	0.26%
00532	West Volusia Hospital Authority	17	Congenital malformations, deformations and chromosomal abnormalities	2	3	5,539.54	0.17%
00532	West Volusia Hospital Authority	08	Diseases of the ear & mastoid process	15	30	5,061.57	0.15%
				3762	9619	3,337,410.66	100.00%



Cost of Minor

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	14.03	Acute kidney failure and chronic kidney disease	22	64	48,199.64	8.51%
00532	West Volusia Hospital Authority	02.10	Malignant neoplasms of male genital organs	1	2	29,793.26	5.26%
00532	West Volusia Hospital Authority	04.02	Diabetes mellitus	73	85	29,578.80	5.22%
00532	West Volusia Hospital Authority	21.01	Persons encountering health services for examinations	201	234	25,445.10	4.49%
00532	West Volusia Hospital Authority	14.06	Other diseases of the urinary system	13	18	24,857.34	4.39%
00532	West Volusia Hospital Authority	02.08	Malignant neoplasms of breast	7	16	22,899.51	4.04%
00532	West Volusia Hospital Authority	18.02	Symptoms and signs involving the digestive system and abdomen	48	62	21,453.45	3.79%
00532	West Volusia Hospital Authority	13.01	Infectious arthropathies	1	4	20,469.00	3.61%
00532	West Volusia Hospital Authority	01.04	Other bacterial diseases	7	8	19,843.07	3.50%
00532	West Volusia Hospital Authority	14.10	Noninflammatory disorders of female genital tract	20	26	18,939.55	3.34%
00532	West Volusia Hospital Authority	11.08	Diseases of liver	11	20	14,303.33	2.53%
00532	West Volusia Hospital Authority	13.10	Other dorsopathies	33	49	13,558.71	2.39%
00532	West Volusia Hospital Authority	11.02	Diseases of esophagus, stomach and duodenum	27	45	12,341.60	2.18%
00532	West Volusia Hospital Authority	14.08	Disorders of breast	14	21	11,145.53	1.97%
00532	West Volusia Hospital Authority	05.02	Mental and behavioral disorders due to psychoactive substance use	7	10	9,859.50	1.74%
00532	West Volusia Hospital Authority	21.09	Encounters for other specific health care	4	5	9,706.53	1.71%
00532	West Volusia Hospital Authority	10.05	Chronic lower respiratory diseases	20	39	9,539.47	1.68%
00532	West Volusia Hospital Authority	05.04	Mood [affective] disorders	60	77	9,435.15	1.67%
00532	West Volusia Hospital Authority	09.04	Ischemic heart diseases	11	12	9,351.90	1.65%
00532	West Volusia Hospital Authority	19.09	Injuries to the knee and lower leg	5	11	9,100.65	1.61%
00532	West Volusia Hospital Authority	18.01	Symptoms and signs involving the circulatory and respiratory systems	34	42	8,996.52	1.59%
00532	West Volusia Hospital Authority	09.05	Pulmonary heart disease and diseases of pulmonary circulation	5	5	7,828.39	1.38%
00532	West Volusia Hospital Authority	13.11	Disorders of muscles	5	5	7,387.68	1.30%
00532	West Volusia Hospital Authority	13.09	Spondylopathies	22	31	6,982.46	1.23%
00532	West Volusia Hospital Authority	18.08	General symptoms and signs	21	29	6,138.75	1.08%
00532	West Volusia Hospital Authority	13.05	Other joint disorders	28	39	5,644.04	1.00%
00532	West Volusia Hospital Authority	17.01	Congenital malformations of the nervous system	1	2	5,455.55	0.96%
00532	West Volusia Hospital Authority	09.03	Hypertensive diseases	38	47	5,339.84	0.94%
00532	West Volusia Hospital Authority	11.06	Other diseases of intestines	15	19	5,005.71	0.88%
00532	West Volusia Hospital Authority	11.09	Disorders of gallbladder, biliary tract and pancreas	3	3	4,992.17	0.88%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:51:51 on 01 June 2022

Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	10.11	Other diseases of the respiratory system	7	19	4,687.97	0.83%
00532	West Volusia Hospital Authority	18.12	Abnormal findings on diagnostic imaging and in function studies, without...	22	23	4,423.03	0.78%
00532	West Volusia Hospital Authority	05.05	Anxiety, dissociative, stress-related, somatoform and other nonpsychotic...	27	37	4,384.21	0.77%
00532	West Volusia Hospital Authority	21.15	Persons with potential health hazards related to family and personal history...	25	26	4,363.81	0.77%
00532	West Volusia Hospital Authority	03.01	Nutritional anemias	11	18	4,238.48	0.75%
00532	West Volusia Hospital Authority	02.19	Benign neoplasms, except benign neuroendocrine tumors	12	15	4,144.52	0.73%
00532	West Volusia Hospital Authority	18.03	Symptoms and signs involving the skin and subcutaneous tissue	8	8	4,039.62	0.71%
00532	West Volusia Hospital Authority	21.07	Persons with potential health hazards related to communicable diseases	24	33	4,019.44	0.71%
00532	West Volusia Hospital Authority	13.13	Other soft tissue disorders	28	33	3,982.80	0.70%
00532	West Volusia Hospital Authority	01.01	Intestinal infectious diseases	2	2	3,884.94	0.69%
00532	West Volusia Hospital Authority	03.05	Other disorders of blood and blood-forming organs	6	7	3,799.46	0.67%
00532	West Volusia Hospital Authority	04.09	Metabolic disorders	42	49	3,700.79	0.65%
00532	West Volusia Hospital Authority	10.01	Acute upper respiratory infections	6	9	2,957.50	0.52%
00532	West Volusia Hospital Authority	07.04	Disorders of lens	5	6	2,918.93	0.52%
00532	West Volusia Hospital Authority	06.06	Episodic and paroxysmal disorders	12	14	2,775.71	0.49%
00532	West Volusia Hospital Authority	13.04	Osteoarthritis	15	21	2,762.38	0.49%
00532	West Volusia Hospital Authority	11.05	Noninfective enteritis and colitis	8	11	2,585.75	0.46%
00532	West Volusia Hospital Authority	09.09	Diseases of veins, lymphatic vessels and lymph nodes, not elsewhere classified	7	8	2,555.48	0.45%
00532	West Volusia Hospital Authority	18.11	Abnormal findings on examination of other body fluids, substances and...	10	15	2,340.66	0.41%
00532	West Volusia Hospital Authority	08.02	Diseases of middle ear and mastoid	3	4	2,138.60	0.38%
00532	West Volusia Hospital Authority	10.02	Influenza and pneumonia	7	7	2,027.23	0.36%
00532	West Volusia Hospital Authority	09.06	Other forms of heart disease	14	20	1,939.84	0.34%
00532	West Volusia Hospital Authority	18.06	Symptoms and signs involving cognition, perception, emotional state and...	8	13	1,895.54	0.33%
00532	West Volusia Hospital Authority	19.04	Injuries to the abdomen, lower back, lumbar spine, pelvis and external genitals	3	3	1,817.40	0.32%
00532	West Volusia Hospital Authority	22.1	Emergency Use 2019-nCoV acute respiratory disease	6	14	1,699.99	0.30%
00532	West Volusia Hospital Authority	12.03	Dermatitis and eczema	8	12	1,643.28	0.29%
00532	West Volusia Hospital Authority	21.08	Persons encountering health services in circumstances related to reproduction	9	20	1,642.68	0.29%
00532	West Volusia Hospital Authority	02.05	Melanoma and other malignant neoplasms of skin	2	3	1,631.45	0.29%
00532	West Volusia Hospital Authority	19.03	Injuries to the thorax	3	5	1,610.74	0.28%
00532	West Volusia Hospital Authority	12.01	Infections of the skin and subcutaneous tissue	4	9	1,599.69	0.28%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:51:51 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	15.04	Other maternal disorders predominantly related to pregnancy	2	2	1,514.21	0.27%
00532	West Volusia Hospital Authority	04.01	Disorders of thyroid gland	20	22	1,468.88	0.26%
00532	West Volusia Hospital Authority	01.13	Viral hepatitis	7	8	1,462.71	0.26%
00532	West Volusia Hospital Authority	18.09	Abnormal findings on examination of blood, without diagnosis	19	22	1,451.08	0.26%
00532	West Volusia Hospital Authority	10.04	Other diseases of upper respiratory tract	4	6	1,390.07	0.25%
00532	West Volusia Hospital Authority	02.14	Malignant neoplasms of ill-defined, other secondary and unspecified sites	1	6	1,386.44	0.24%
00532	West Volusia Hospital Authority	14.04	Urolithiasis	5	7	1,384.40	0.24%
00532	West Volusia Hospital Authority	09.07	Cerebrovascular diseases	7	12	1,279.61	0.23%
00532	West Volusia Hospital Authority	07.06	Glaucoma	7	8	1,233.37	0.22%
00532	West Volusia Hospital Authority	02.13	Malignant neoplasms of thyroid and other endocrine glands	1	3	1,220.09	0.22%
00532	West Volusia Hospital Authority	19.02	Injuries to the neck	2	7	1,204.93	0.21%
00532	West Volusia Hospital Authority	14.02	Renal tubulo-interstitial diseases	2	3	1,195.44	0.21%
00532	West Volusia Hospital Authority	02.17	Malignant neoplasms of lymphoid, hematopoietic and related tissue	3	5	1,166.95	0.21%
00532	West Volusia Hospital Authority	06.11	Other disorders of the nervous system	9	11	1,112.67	0.20%
00532	West Volusia Hospital Authority	09.08	Diseases of arteries, arterioles and capillaries	5	7	1,106.45	0.20%
00532	West Volusia Hospital Authority	11.10	Other diseases of the digestive system	3	4	1,095.66	0.19%
00532	West Volusia Hospital Authority	11.04	Hernia	3	4	1,062.31	0.19%
00532	West Volusia Hospital Authority	11.07	Diseases of peritoneum and retroperitoneum	1	1	896.21	0.16%
00532	West Volusia Hospital Authority	19.01	Injuries to the head	2	3	895.11	0.16%
00532	West Volusia Hospital Authority	18.05	Symptoms and signs involving the genitourinary system	18	22	847.02	0.15%
00532	West Volusia Hospital Authority	01.16	Mycoses	8	8	821.00	0.14%
00532	West Volusia Hospital Authority	12.09	Other disorders of the skin and subcutaneous tissue	6	6	808.07	0.14%
00532	West Volusia Hospital Authority	15.02	Supervision of high risk pregnancy	4	8	790.47	0.14%
00532	West Volusia Hospital Authority	19.07	Injuries to the wrist, hand and fingers	2	4	788.34	0.14%
00532	West Volusia Hospital Authority	13.08	Deforming dorsopathies	5	8	775.47	0.14%
00532	West Volusia Hospital Authority	13.03	Inflammatory polyarthropathies	6	9	732.87	0.13%
00532	West Volusia Hospital Authority	18.04	Symptoms and signs involving the nervous and musculoskeletal systems	3	3	726.53	0.13%
00532	West Volusia Hospital Authority	05.03	Schizophrenia, schizotypal, delusional, and other non-mood psychotic disorders	4	6	666.80	0.12%
00532	West Volusia Hospital Authority	19.10	Injuries to the ankle and foot	4	5	650.03	0.11%
00532	West Volusia Hospital Authority	19.20	Other and unspecified effects of external causes	3	4	641.06	0.11%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:51:51 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	02.03	Malignant neoplasms of respiratory and intrathoracic organs	2	6	603.43	0.11%
00532	West Volusia Hospital Authority	05.01	Mental disorders due to known physiological conditions	1	5	595.65	0.11%
00532	West Volusia Hospital Authority	02.01	Malignant neoplasms of lip, oral cavity and pharynx	1	2	571.96	0.10%
00532	West Volusia Hospital Authority	01.14	Human immunodeficiency virus [HIV] disease	4	6	561.43	0.10%
00532	West Volusia Hospital Authority	05.06	Behavioral syndromes associated with physiological disturbances and...	2	2	552.67	0.10%
00532	West Volusia Hospital Authority	03.03	Aplastic and other anemias and other bone marrow failure syndromes	7	9	552.50	0.10%
00532	West Volusia Hospital Authority	19.05	Injuries to the shoulder and upper arm	2	2	549.60	0.10%
00532	West Volusia Hospital Authority	14.05	Other disorders of kidney and ureter	5	7	548.68	0.10%
00532	West Volusia Hospital Authority	02.20	Neoplasms of uncertain behavior, polycythemia vera and myelodysplastic...	3	3	545.45	0.10%
00532	West Volusia Hospital Authority	01.11	Viral infections characterized by skin and mucous membrane lesions	2	2	519.89	0.09%
00532	West Volusia Hospital Authority	10.03	Other acute lower respiratory infections	3	4	494.73	0.09%
00532	West Volusia Hospital Authority	02.11	Malignant neoplasms of urinary tract	1	1	416.92	0.07%
00532	West Volusia Hospital Authority	06.07	Nerve, nerve root and plexus disorders	1	2	380.90	0.07%
00532	West Volusia Hospital Authority	07.10	Visual disturbances and blindness	1	2	370.68	0.07%
00532	West Volusia Hospital Authority	13.14	Disorders of bone density and structure	5	5	347.86	0.06%
00532	West Volusia Hospital Authority	06.04	Other degenerative diseases of the nervous system	3	3	331.05	0.06%
00532	West Volusia Hospital Authority	07.05	Disorders of choroid and retina	1	2	312.51	0.06%
00532	West Volusia Hospital Authority	12.05	Urticaria and erythema	1	2	290.63	0.05%
00532	West Volusia Hospital Authority	07.01	Disorders of eyelid, lacrimal system and orbit	2	2	271.65	0.05%
00532	West Volusia Hospital Authority	12.07	Disorders of skin appendages	4	4	271.47	0.05%
00532	West Volusia Hospital Authority	19.13	Effects of foreign body entering through natural orifice	1	2	248.72	0.04%
00532	West Volusia Hospital Authority	19.18	Poisoning by, adverse effects of and underdosing of drugs, medicaments and...	1	1	246.52	0.04%
00532	West Volusia Hospital Authority	04.07	Other nutritional deficiencies	8	8	229.20	0.04%
00532	West Volusia Hospital Authority	08.01	Diseases of external ear	1	2	199.28	0.04%
00532	West Volusia Hospital Authority	03.04	Coagulation defects, purpura and other hemorrhagic conditions	2	4	198.34	0.04%
00532	West Volusia Hospital Authority	06.03	Extrapyramidal and movement disorders	2	2	197.54	0.03%
00532	West Volusia Hospital Authority	11.01	Diseases of oral cavity and salivary glands	2	2	162.55	0.03%
00532	West Volusia Hospital Authority	18.10	Abnormal findings on examination of urine, without diagnosis	3	4	157.14	0.03%
00532	West Volusia Hospital Authority	15.03	Edema, proteinuria and hypertensive disorders in pregnancy, childbirth and...	1	1	152.84	0.03%
00532	West Volusia Hospital Authority	10.09	Other diseases of the pleura	2	2	148.19	0.03%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:51:51 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 5/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	07.02	Disorders of conjunctiva	1	1	138.28	0.02%
00532	West Volusia Hospital Authority	07.07	Disorders of vitreous body and globe	1	1	131.58	0.02%
00532	West Volusia Hospital Authority	04.04	Disorders of other endocrine glands	1	1	129.71	0.02%
00532	West Volusia Hospital Authority	10.06	Lung diseases due to external agents	1	1	119.71	0.02%
00532	West Volusia Hospital Authority	19.08	Injuries to the hip and thigh	1	1	116.69	0.02%
00532	West Volusia Hospital Authority	09.02	Chronic rheumatic heart diseases	1	1	110.97	0.02%
00532	West Volusia Hospital Authority	15.09	Other obstetric conditions, not elsewhere classified	1	1	107.80	0.02%
00532	West Volusia Hospital Authority	07.11	Other disorders of eye and adnexa	1	1	107.33	0.02%
00532	West Volusia Hospital Authority	02.02	Malignant neoplasms of digestive organs	1	2	100.50	0.02%
00532	West Volusia Hospital Authority	06.05	Demyelinating diseases of the central nervous system	1	1	98.77	0.03%
00532	West Volusia Hospital Authority	21.16	Weeks of Gestation	1	1	85.36	0.02%
00532	West Volusia Hospital Authority	01.05	Infections with a predominantly sexual mode of transmission	1	1	78.00	0.01%
00532	West Volusia Hospital Authority	01.21	Bacterial and viral infectious agents	1	1	74.84	0.01%
00532	West Volusia Hospital Authority	10.07	Other respiratory diseases principally affecting the interstitium	1	1	61.36	0.01%
00532	West Volusia Hospital Authority	15.05	Maternal care related to the fetus and amniotic cavity and possible delivery...	1	1	58.64	0.01%
00532	West Volusia Hospital Authority	02.09	Malignant neoplasms of female genital organs	1	1	44.64	0.01%
00532	West Volusia Hospital Authority	08.04	Other disorders of ear	1	1	36.36	0.01%
00532	West Volusia Hospital Authority	05.10	Behavioral and emotional disorders with onset usually occurring in childhood...	1	1	33.63	0.01%
00532	West Volusia Hospital Authority	13.07	Systemic connective tissue disorders	2	2	31.63	0.01%
00532	West Volusia Hospital Authority	04.03	Other disorders of glucose regulation and pancreatic internal secretion	1	1	19.08	0.00%
				1363	1840	566,392.00	100.00%



Cost of Minor

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	01.04	Other bacterial diseases	31	72	181,161.81	5.43%
00532	West Volusia Hospital Authority	13.09	Spondylopathies	72	168	163,532.16	4.90%
00532	West Volusia Hospital Authority	11.02	Diseases of esophagus, stomach and duodenum	98	259	136,278.75	4.08%
00532	West Volusia Hospital Authority	04.02	Diabetes mellitus	222	500	128,178.92	3.84%
00532	West Volusia Hospital Authority	18.02	Symptoms and signs involving the digestive system and abdomen	191	447	123,193.59	3.69%
00532	West Volusia Hospital Authority	21.01	Persons encountering health services for examinations	632	973	118,795.64	3.56%
00532	West Volusia Hospital Authority	11.06	Other diseases of intestines	80	155	110,196.34	3.30%
00532	West Volusia Hospital Authority	02.08	Malignant neoplasms of breast	13	103	108,078.51	3.24%
00532	West Volusia Hospital Authority	22.1	Emergency Use 2019-nCoVacute respiratory disease	30	90	105,847.13	3.17%
00532	West Volusia Hospital Authority	14.03	Acute kidney failure and chronic kidney disease	56	253	104,260.78	3.12%
00532	West Volusia Hospital Authority	09.03	Hypertensive diseases	113	189	86,443.23	2.59%
00532	West Volusia Hospital Authority	14.10	Noninflammatory disorders of female genital tract	63	124	82,109.09	2.46%
00532	West Volusia Hospital Authority	13.10	Other dorsopathies	122	295	79,499.22	2.38%
00532	West Volusia Hospital Authority	11.09	Disorders of gallbladder, biliary tract and pancreas	20	59	77,512.72	2.32%
00532	West Volusia Hospital Authority	13.04	Osteoarthritis	61	140	63,457.40	1.90%
00532	West Volusia Hospital Authority	05.04	Mood [affective] disorders	105	383	59,653.80	1.79%
00532	West Volusia Hospital Authority	13.08	Deforming dorsopathies	24	81	57,560.24	1.72%
00532	West Volusia Hospital Authority	02.19	Benign neoplasms, except benign neuroendocrine tumors	72	126	54,924.14	1.65%
00532	West Volusia Hospital Authority	11.08	Diseases of liver	47	93	53,210.45	1.59%
00532	West Volusia Hospital Authority	21.15	Persons with potential health hazards related to family and personal history...	99	136	52,109.21	1.56%
00532	West Volusia Hospital Authority	09.04	Ischemic heart diseases	39	53	52,058.56	1.56%
00532	West Volusia Hospital Authority	10.05	Chronic lower respiratory diseases	59	166	51,768.98	1.55%
00532	West Volusia Hospital Authority	18.01	Symptoms and signs involving the circulatory and respiratory systems	159	312	50,636.89	1.52%
00532	West Volusia Hospital Authority	04.09	Metabolic disorders	179	259	50,476.98	1.51%
00532	West Volusia Hospital Authority	18.08	General symptoms and signs	101	187	49,470.74	1.48%
00532	West Volusia Hospital Authority	09.08	Diseases of arteries, arterioles and capillaries	24	44	44,275.58	1.33%
00532	West Volusia Hospital Authority	11.05	Noninfective enteritis and colitis	23	56	36,994.04	1.11%
00532	West Volusia Hospital Authority	13.01	Infectious arthropathies	2	12	35,567.38	1.07%
00532	West Volusia Hospital Authority	02.10	Malignant neoplasms of male genital organs	3	23	35,082.80	1.05%
00532	West Volusia Hospital Authority	09.06	Other forms of heart disease	64	108	34,861.88	1.04%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:43 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	14.06	Other diseases of the urinary system	36	54	33,828.61	1.01%
00532	West Volusia Hospital Authority	13.05	Other joint disorders	103	244	32,055.60	0.96%
00532	West Volusia Hospital Authority	19.08	Injuries to the hip and thigh	7	29	32,050.88	0.96%
00532	West Volusia Hospital Authority	13.14	Disorders of bone density and structure	12	14	32,002.16	0.96%
00532	West Volusia Hospital Authority	19.09	Injuries to the knee and lower leg	22	55	31,244.63	0.94%
00532	West Volusia Hospital Authority	14.04	Urolithiasis	18	39	31,028.35	0.93%
00532	West Volusia Hospital Authority	10.02	Influenza and pneumonia	20	33	30,532.67	0.91%
00532	West Volusia Hospital Authority	12.01	Infections of the skin and subcutaneous tissue	18	44	23,661.77	0.71%
00532	West Volusia Hospital Authority	13.13	Other soft tissue disorders	93	195	22,515.90	0.67%
00532	West Volusia Hospital Authority	03.01	Nutritional anemias	34	126	22,426.99	0.67%
00532	West Volusia Hospital Authority	05.05	Anxiety, dissociative, stress-related, somatoform and other nonpsychotic...	52	159	22,191.79	0.66%
00532	West Volusia Hospital Authority	11.04	Hernia	14	26	21,678.41	0.65%
00532	West Volusia Hospital Authority	05.02	Mental and behavioral disorders due to psychoactive substance use	31	51	20,233.88	0.61%
00532	West Volusia Hospital Authority	21.09	Encounters for other specific health care	32	55	19,636.60	0.59%
00532	West Volusia Hospital Authority	09.05	Pulmonary heart disease and diseases of pulmonary circulation	12	34	18,443.90	0.55%
00532	West Volusia Hospital Authority	14.08	Disorders of breast	40	60	17,268.76	0.52%
00532	West Volusia Hospital Authority	21.08	Persons encountering health services in circumstances related to reproduction	20	75	16,686.67	0.50%
00532	West Volusia Hospital Authority	18.12	Abnormal findings on diagnostic imaging and in function studies, without...	91	129	16,660.14	0.50%
00532	West Volusia Hospital Authority	10.11	Other diseases of the respiratory system	19	58	16,343.48	0.49%
00532	West Volusia Hospital Authority	06.06	Episodic and paroxysmal disorders	54	84	15,114.89	0.45%
00532	West Volusia Hospital Authority	10.04	Other diseases of upper respiratory tract	27	40	14,552.55	0.44%
00532	West Volusia Hospital Authority	19.01	Injuries to the head	7	11	14,196.07	0.43%
00532	West Volusia Hospital Authority	14.02	Renal tubulo-interstitial diseases	5	12	14,056.11	0.42%
00532	West Volusia Hospital Authority	14.09	Inflammatory diseases of female pelvic organs	8	14	14,048.72	0.42%
00532	West Volusia Hospital Authority	11.07	Diseases of peritoneum and retroperitoneum	4	4	13,241.94	0.40%
00532	West Volusia Hospital Authority	02.20	Neoplasms of uncertain behavior, polycythemia vera and myelodysplastic...	20	37	13,093.34	0.39%
00532	West Volusia Hospital Authority	03.03	Aplastic and other anemias and other bone marrow failure syndromes	39	65	13,022.60	0.39%
00532	West Volusia Hospital Authority	18.09	Abnormal findings on examination of blood, without diagnosis	76	132	12,994.47	0.39%
00532	West Volusia Hospital Authority	18.03	Symptoms and signs involving the skin and subcutaneous tissue	31	39	12,935.07	0.39%
00532	West Volusia Hospital Authority	11.10	Other diseases of the digestive system	12	19	12,647.64	0.38%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:43 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	06.07	Nerve, nerve root and plexus disorders	8	19	12,305.43	0.37%
00532	West Volusia Hospital Authority	09.07	Cerebrovascular diseases	18	59	12,248.29	0.37%
00532	West Volusia Hospital Authority	09.09	Diseases of veins, lymphatic vessels and lymph nodes, not elsewhere classified	19	31	11,980.58	0.36%
00532	West Volusia Hospital Authority	13.11	Disorders of muscles	11	34	11,709.65	0.35%
00532	West Volusia Hospital Authority	19.06	Injuries to the elbow and forearm	6	19	11,234.83	0.34%
00532	West Volusia Hospital Authority	12.07	Disorders of skin appendages	14	20	10,677.71	0.32%
00532	West Volusia Hospital Authority	03.05	Other disorders of blood and blood-forming organs	24	51	10,217.53	0.31%
00532	West Volusia Hospital Authority	21.07	Persons with potential health hazards related to communicable diseases	64	89	10,215.45	0.31%
00532	West Volusia Hospital Authority	14.11	Intraoperative and postprocedural complications and disorders of...	1	1	9,933.10	0.30%
00532	West Volusia Hospital Authority	01.13	Viral hepatitis	20	70	9,669.57	0.29%
00532	West Volusia Hospital Authority	02.17	Malignant neoplasms of lymphoid, hematopoietic and related tissue	4	18	9,345.24	0.28%
00532	West Volusia Hospital Authority	02.05	Melanoma and other malignant neoplasms of skin	10	22	8,934.57	0.27%
00532	West Volusia Hospital Authority	19.22	Complications of surgical and medical care, not elsewhere classified	6	17	8,804.14	0.26%
00532	West Volusia Hospital Authority	02.03	Malignant neoplasms of respiratory and intrathoracic organs	2	41	8,577.71	0.26%
00532	West Volusia Hospital Authority	18.06	Symptoms and signs involving cognition, perception, emotional state and...	36	61	8,321.05	0.25%
00532	West Volusia Hospital Authority	18.04	Symptoms and signs involving the nervous and musculoskeletal systems	14	19	7,895.14	0.24%
00532	West Volusia Hospital Authority	07.04	Disorders of lens	15	23	7,134.65	0.21%
00532	West Volusia Hospital Authority	19.03	Injuries to the thorax	14	23	6,916.95	0.21%
00532	West Volusia Hospital Authority	10.01	Acute upper respiratory infections	15	19	6,352.02	0.19%
00532	West Volusia Hospital Authority	19.04	Injuries to the abdomen, lower back, lumbar spine, pelvis and external genitals	9	12	6,328.39	0.19%
00532	West Volusia Hospital Authority	06.11	Other disorders of the nervous system	29	53	6,114.10	0.18%
00532	West Volusia Hospital Authority	04.01	Disorders of thyroid gland	62	87	6,022.54	0.18%
00532	West Volusia Hospital Authority	18.11	Abnormal findings on examination of other body fluids, substances and...	23	43	5,826.87	0.17%
00532	West Volusia Hospital Authority	05.03	Schizophrenia, schizotypal, delusional, and other non-mood psychotic disorders	11	24	5,487.24	0.16%
00532	West Volusia Hospital Authority	17.01	Congenital malformations of the nervous system	1	2	5,455.55	0.16%
00532	West Volusia Hospital Authority	10.10	Intraoperative and postprocedural complications and disorders of respiratory...	1	2	5,385.61	0.16%
00532	West Volusia Hospital Authority	19.02	Injuries to the neck	5	25	4,631.54	0.14%
00532	West Volusia Hospital Authority	07.06	Glaucoma	22	29	4,352.83	0.13%
00532	West Volusia Hospital Authority	15.02	Supervision of high risk pregnancy	8	46	4,326.49	0.13%
00532	West Volusia Hospital Authority	13.03	Inflammatory polyarthropathies	22	47	4,109.33	0.12%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:44 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
Client ID: 00532
Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	12.03	Dermatitis and eczema	21	29	4,004.94	0.12%
00532	West Volusia Hospital Authority	01.01	Intestinal infectious diseases	3	3	3,968.51	0.12%
00532	West Volusia Hospital Authority	19.13	Effects of foreign body entering through natural orifice	3	6	3,886.86	0.12%
00532	West Volusia Hospital Authority	18.05	Symptoms and signs involving the genitourinary system	55	81	3,712.07	0.11%
00532	West Volusia Hospital Authority	12.09	Other disorders of the skin and subcutaneous tissue	21	30	3,667.74	0.11%
00532	West Volusia Hospital Authority	01.14	Human immunodeficiency virus [HIV] disease	9	31	3,491.42	0.10%
00532	West Volusia Hospital Authority	01.16	Mycoses	23	29	2,962.90	0.09%
00532	West Volusia Hospital Authority	14.07	Diseases of male genital organs	15	21	2,926.71	0.09%
00532	West Volusia Hospital Authority	05.01	Mental disorders due to known physiological conditions	1	24	2,830.03	0.08%
00532	West Volusia Hospital Authority	14.05	Other disorders of kidney and ureter	19	34	2,717.62	0.08%
00532	West Volusia Hospital Authority	08.02	Diseases of middle ear and mastoid	7	12	2,688.51	0.08%
00532	West Volusia Hospital Authority	10.03	Other acute lower respiratory infections	9	10	2,472.03	0.07%
00532	West Volusia Hospital Authority	04.07	Other nutritional deficiencies	40	44	2,352.50	0.07%
00532	West Volusia Hospital Authority	02.14	Malignant neoplasms of ill-defined, other secondary and unspecified sites	3	13	2,325.38	0.07%
00532	West Volusia Hospital Authority	02.02	Malignant neoplasms of digestive organs	4	15	2,176.45	0.07%
00532	West Volusia Hospital Authority	15.04	Other maternal disorders predominantly related to pregnancy	5	10	2,027.50	0.06%
00532	West Volusia Hospital Authority	03.04	Coagulation defects, purpura and other hemorrhagic conditions	13	29	1,951.04	0.06%
00532	West Volusia Hospital Authority	19.05	Injuries to the shoulder and upper arm	10	12	1,939.65	0.06%
00532	West Volusia Hospital Authority	04.04	Disorders of other endocrine glands	10	15	1,890.85	0.06%
00532	West Volusia Hospital Authority	07.01	Disorders of eyelid, lacrimal system and orbit	14	14	1,808.31	0.05%
00532	West Volusia Hospital Authority	02.13	Malignant neoplasms of thyroid and other endocrine glands	1	8	1,791.09	0.05%
00532	West Volusia Hospital Authority	13.12	Disorders of synovium and tendon	2	5	1,695.50	0.05%
00532	West Volusia Hospital Authority	19.07	Injuries to the wrist, hand and fingers	8	13	1,625.52	0.05%
00532	West Volusia Hospital Authority	06.04	Other degenerative diseases of the nervous system	9	14	1,600.40	0.05%
00532	West Volusia Hospital Authority	01.11	Viral infections characterized by skin and mucous membrane lesions	8	11	1,468.13	0.04%
00532	West Volusia Hospital Authority	07.10	Visual disturbances and blindness	7	12	1,433.37	0.04%
00532	West Volusia Hospital Authority	19.10	Injuries to the ankle and foot	9	10	1,429.94	0.04%
00532	West Volusia Hospital Authority	07.11	Other disorders of eye and adnexa	3	6	1,360.82	0.04%
00532	West Volusia Hospital Authority	08.04	Other disorders of ear	9	14	1,337.30	0.04%
00532	West Volusia Hospital Authority	05.06	Behavioral syndromes associated with physiological disturbances and...	3	8	1,210.70	0.04%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:44 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	15.05	Maternal care related to the fetus and amniotic cavity and possible delivery...	6	7	1,194.91	0.04%
00532	West Volusia Hospital Authority	07.07	Disorders of vitreous body and globe	5	7	1,189.41	0.04%
00532	West Volusia Hospital Authority	02.01	Malignant neoplasms of lip, oral cavity and pharynx	1	9	1,114.04	0.03%
00532	West Volusia Hospital Authority	05.10	Behavioral and emotional disorders with onset usually occurring in childhood...	3	9	1,099.91	0.03%
00532	West Volusia Hospital Authority	11.01	Diseases of oral cavity and salivary glands	7	10	1,099.18	0.03%
00532	West Volusia Hospital Authority	19.12	Injury of unspecified body region	2	2	1,089.13	0.03%
00532	West Volusia Hospital Authority	01.15	Other viral diseases	3	4	1,024.12	0.03%
00532	West Volusia Hospital Authority	02.11	Malignant neoplasms of urinary tract	4	5	893.41	0.03%
00532	West Volusia Hospital Authority	12.05	Urticaria and erythema	5	7	887.82	0.03%
00532	West Volusia Hospital Authority	13.07	Systemic connective tissue disorders	7	11	815.75	0.02%
00532	West Volusia Hospital Authority	15.03	Edema, proteinuria and hypertensive disorders in pregnancy, childbirth and...	2	5	812.91	0.02%
00532	West Volusia Hospital Authority	01.05	Infections with a predominantly sexual mode of transmission	8	11	803.27	0.02%
00532	West Volusia Hospital Authority	07.09	Disorders of ocular muscles, binocular movement, accommodation and...	2	7	788.69	0.02%
00532	West Volusia Hospital Authority	19.20	Other and unspecified effects of external causes	4	6	780.14	0.02%
00532	West Volusia Hospital Authority	21.14	Persons encountering health services in other circumstances	6	9	763.70	0.02%
00532	West Volusia Hospital Authority	13.15	Other osteopathies	2	2	753.58	0.02%
00532	West Volusia Hospital Authority	07.05	Disorders of choroid and retina	2	5	730.91	0.02%
00532	West Volusia Hospital Authority	07.02	Disorders of conjunctiva	5	6	715.14	0.02%
00532	West Volusia Hospital Authority	04.08	Overweight, obesity and other hyperalimentation	2	2	680.00	0.02%
00532	West Volusia Hospital Authority	08.03	Diseases of inner ear	1	1	661.62	0.02%
00532	West Volusia Hospital Authority	06.03	Extrapyramidal and movement disorders	3	7	656.09	0.02%
00532	West Volusia Hospital Authority	05.07	Disorders of adult personality and behavior	3	6	652.60	0.02%
00532	West Volusia Hospital Authority	02.18	In situ neoplasms	2	3	626.56	0.02%
00532	West Volusia Hospital Authority	09.02	Chronic rheumatic heart diseases	6	6	609.53	0.02%
00532	West Volusia Hospital Authority	01.21	Bacterial and viral infectious agents	4	7	607.57	0.02%
00532	West Volusia Hospital Authority	06.05	Demyelinating diseases of the central nervous system	1	3	533.22	0.02%
00532	West Volusia Hospital Authority	10.07	Other respiratory diseases principally affecting the interstitium	3	6	526.96	0.02%
00532	West Volusia Hospital Authority	18.10	Abnormal findings on examination of urine, without diagnosis	8	10	494.33	0.01%
00532	West Volusia Hospital Authority	12.04	Papulosquamous disorders	3	4	445.24	0.01%
00532	West Volusia Hospital Authority	19.18	Poisoning by, adverse effects of and underdosing of drugs, medicaments and...	2	2	406.25	0.01%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:44 on 01 June 2022



Cost of Minor

Block of Business ID: EBMSI
 Client ID: 00532
 Paid Date: 1/1/2022 to 5/31/2022

Products: MM, DE, RX, VI

ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	06.08	Polyneuropathies and other disorders of the peripheral nervous system	5	5	377.22	0.01%
00532	West Volusia Hospital Authority	08.01	Diseases of external ear	2	3	374.14	0.01%
00532	West Volusia Hospital Authority	18.07	Symptoms and signs involving speech and voice	1	2	366.10	0.01%
00532	West Volusia Hospital Authority	07.03	Disorders of sclera, cornea, iris and ciliary body	3	3	334.62	0.01%
00532	West Volusia Hospital Authority	15.09	Other obstetric conditions, not elsewhere classified	4	6	321.62	0.01%
00532	West Volusia Hospital Authority	10.09	Other diseases of the pleura	6	8	291.71	0.01%
00532	West Volusia Hospital Authority	02.06	Malignant neoplasms of mesothelial and soft tissue	1	3	267.47	0.01%
00532	West Volusia Hospital Authority	04.10	Postprocedural endocrine and metabolic complications and disorders, not...	2	3	259.60	0.01%
00532	West Volusia Hospital Authority	09.10	Other and unspecified disorders of the circulatory system	2	4	258.00	0.01%
00532	West Volusia Hospital Authority	02.04	Malignant neoplasms of bone and articular cartilage	1	2	237.17	0.01%
00532	West Volusia Hospital Authority	06.09	Diseases of myoneural junction and muscle	2	2	233.74	0.01%
00532	West Volusia Hospital Authority	13.18	Intraoperative and postprocedural complications and disorders of...	2	2	197.54	0.01%
00532	West Volusia Hospital Authority	02.09	Malignant neoplasms of female genital organs	1	3	187.53	0.01%
00532	West Volusia Hospital Authority	12.06	Radiation-related disorders of the skin and subcutaneous tissue	2	3	187.34	0.01%
00532	West Volusia Hospital Authority	21.13	Body mass index	1	1	167.60	0.01%
00532	West Volusia Hospital Authority	02.22	Neoplasms of unspecified behavior	3	3	138.06	0.00%
00532	West Volusia Hospital Authority	21.10	Persons with potential health hazards related to socioeconomic and...	2	2	124.26	0.00%
00532	West Volusia Hospital Authority	10.06	Lung diseases due to external agents	1	1	119.71	0.00%
00532	West Volusia Hospital Authority	14.01	Glomerular diseases	1	1	98.77	0.00%
00532	West Volusia Hospital Authority	21.16	Weeks of Gestation	2	2	97.81	0.00%
00532	West Volusia Hospital Authority	17.10	Other congenital malformations	1	1	83.99	0.00%
00532	West Volusia Hospital Authority	13.21	Chronic Gout	1	1	83.10	0.00%
00532	West Volusia Hospital Authority	01.02	Tuberculosis	1	1	68.87	0.00%
00532	West Volusia Hospital Authority	13.20	Biomechanical lesions, not elsewhere classified	1	1	63.46	0.00%
00532	West Volusia Hospital Authority	02.15	Malignant neuroendocrine tumors	1	1	57.56	0.00%
00532	West Volusia Hospital Authority	18.13	Abnormal tumor markers	1	1	40.88	0.00%
00532	West Volusia Hospital Authority	15.08	Complications predominantly related to the puerperium	1	1	21.53	0.00%
00532	West Volusia Hospital Authority	04.03	Other disorders of glucose regulation and pancreatic internal secretion	1	1	19.08	0.00%
00532	West Volusia Hospital Authority	22.3	Post COVID-19 condition unspecified	1	1	16.75	0.00%
				4764	9619	3,337,410.66	100.00%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:53:47 on 01 June 2022



Summary of Claims Paid By Location

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 5/1/2022 to 5/31/2022

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
00532-West Volusia Hospital Authority							
miCareDeLand	1735	312,701.98	0.00	0.00	0.00	0.00	312,701.98
miCareDelton	1424	230,588.49	0.00	0.00	0.00	0.00	230,588.49
miCarePierse	164	23,101.53	0.00	0.00	0.00	0.00	23,101.53
00532 Totals:	3323	566,392.00	0.00	0.00	0.00	0.00	566,392.00



Summary of Claims Paid By Location

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 1/1/2022 to 5/31/2022

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
00532-West Volusia Hospital Authority							
DeLand	9	27,633.06	0.00	0.00	0.00	0.00	27,633.06
Deltona	5	0.00	0.00	0.00	0.00	0.00	0.00
miCareDeLand	8854	1,509,403.44	0.00	0.00	0.00	0.00	1,509,403.44
miCareDeltona	8147	1,667,848.73	0.00	0.00	0.00	0.00	1,667,848.73
miCarePierse	858	132,525.43	0.00	0.00	0.00	0.00	132,525.43
Pierse	1	0.00	0.00	0.00	0.00	0.00	0.00
00532 Totals:	17874	3,337,410.66	0.00	0.00	0.00	0.00	3,337,410.66



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 5/1/2022 to 5/31/2022

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	850	0.00	0.00	0.00	0.00	0.00	0.00



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 1/1/2022 to 5/31/2022

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	4594	0.00	0.00	0.00	0.00	0.00	0.00



Top Providers by Paid Amount for Tins: '550799729'

Block of Business ID: EBMSI
Client ID: 00532

Paid Date: 1/1/2022 to 5/31/2022

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
55-0799729	1467907626	Nefhs Deland 1205	Deland	FL	Clinic	3	215.00	0.00	0.00	215.00	0.00	0.00
55-0799729	1427605534	NEFHS Deltona Medical	Deltona	FL	Hospital	1	199.00	0.00	0.00	199.00	0.00	0.00
55-0799729	1467907626	Off Site Testing	Deland	FL	Hospital	5	250.00	0.00	0.00	250.00	0.00	0.00



CLAIMS PAID BY MONTH

Paid Date: 1/1/22 to 5/31/22

Location Name	Month	Hospital	Laboratory	PCP	Specialty	Facility Physician	Total Claims Count	Total Paid Claims	Total Fixed Costs	Employee Count	PEPM Cost/Employee	Hospital PEPM	Lab PEPM	PCP PEPM	Specialty PEPM	Facility PEPM
00532 - West Volusia Hospital Authority																
miCareDeLand	01-2022	\$84,367.53	\$35,031.92	\$0.00	\$67,661.77	\$837.06	1122	\$187,898.28	\$0.00	700	\$268.43	\$120.53	\$50.05	\$0.00	\$96.66	\$1.20
miCareDeLand	02-2022	\$63,470.11	\$16,812.99	\$0.00	\$51,186.26	\$35.70	734	\$131,505.06	\$0.00	684	\$192.26	\$92.79	\$24.58	\$0.00	\$74.83	\$0.05
miCareDeLand	03-2022	\$85,861.37	\$13,327.69	\$0.00	\$73,523.72	\$1,366.49	744	\$174,079.27	\$0.00	696	\$250.11	\$123.36	\$19.15	\$0.00	\$105.64	\$1.96
miCareDeLand	04-2022	\$84,429.73	\$17,585.57	\$0.00	\$89,383.67	\$178.75	902	\$191,577.72	\$0.00	697	\$274.86	\$121.13	\$25.23	\$0.00	\$128.24	\$0.26
miCareDeLand	05-2022	\$112,571.34	\$28,025.37	\$0.00	\$60,923.39	\$0.00	980	\$201,520.10	\$0.00	699	\$288.30	\$161.05	\$40.09	\$0.00	\$87.16	\$0.00
	Subtotal:	\$430,700.08	\$110,783.54	\$0.00	\$342,678.81	\$2,418.00	4482	\$886,580.43	\$0.00	3476	\$255.06	\$123.91	\$31.87	\$0.00	\$98.58	\$0.70
miCareDelton	01-2022	\$71,096.38	\$19,606.04	\$0.00	\$96,139.36	\$738.03	985	\$187,579.81	\$0.00	572	\$327.94	\$124.29	\$34.28	\$0.00	\$168.08	\$1.29
miCareDelton	02-2022	\$30,016.66	\$10,364.50	\$0.00	\$65,774.20	\$21.42	677	\$106,176.78	\$0.00	568	\$186.93	\$52.85	\$18.25	\$0.00	\$115.80	\$0.04
miCareDelton	03-2022	\$60,910.48	\$12,402.05	\$0.00	\$77,500.47	\$1,931.33	786	\$152,744.33	\$0.00	566	\$269.87	\$107.62	\$21.91	\$0.00	\$136.93	\$3.41
miCareDelton	04-2022	\$91,384.84	\$16,656.30	\$0.00	\$117,847.69	\$807.50	953	\$226,696.33	\$0.00	567	\$399.82	\$161.17	\$29.38	\$0.00	\$207.84	\$1.42
miCareDelton	05-2022	\$74,488.90	\$14,320.04	\$0.00	\$90,132.08	\$0.00	728	\$178,941.02	\$0.00	559	\$320.11	\$133.25	\$25.62	\$0.00	\$161.24	\$0.00
	Subtotal:	\$327,897.26	\$73,348.93	\$0.00	\$447,393.80	\$3,498.28	4129	\$852,138.27	\$0.00	2832	\$300.90	\$115.78	\$25.90	\$0.00	\$157.98	\$1.24
miCarePierso	01-2022	\$11,785.78	\$2,980.59	\$0.00	\$4,336.58	\$198.31	96	\$19,301.26	\$0.00	69	\$279.73	\$170.81	\$43.20	\$0.00	\$62.85	\$2.87
miCarePierso	02-2022	\$17,257.20	\$895.91	\$0.00	\$2,369.16	\$0.00	49	\$20,522.27	\$0.00	74	\$277.33	\$233.21	\$12.11	\$0.00	\$32.02	\$0.00
miCarePierso	03-2022	\$2,618.20	\$1,986.12	\$0.00	\$3,140.55	\$617.35	69	\$8,362.22	\$0.00	75	\$111.50	\$34.91	\$26.48	\$0.00	\$41.87	\$8.23
miCarePierso	04-2022	\$24,811.20	\$2,215.78	\$0.00	\$9,852.28	\$87.18	84	\$36,966.44	\$0.00	74	\$499.55	\$335.29	\$29.94	\$0.00	\$133.14	\$1.18
miCarePierso	05-2022	\$10,810.90	\$2,970.79	\$0.00	\$3,750.44	\$0.00	99	\$17,532.13	\$0.00	76	\$230.69	\$142.25	\$39.09	\$0.00	\$49.35	\$0.00
	Subtotal:	\$67,283.28	\$11,049.19	\$0.00	\$23,449.01	\$902.84	397	\$102,684.32	\$0.00	368	\$279.03	\$182.84	\$30.02	\$0.00	\$63.72	\$2.45
N/A	03-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$241,625.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	04-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$87,250.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	05-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$82,312.50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$411,187.50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total:	\$825,880.62	\$195,181.66	\$0.00	\$813,521.62	\$6,819.12	9008	\$1,841,403.02	\$411,187.50	6676	\$275.82	\$123.71	\$29.24	\$0.00	\$121.86	\$1.02

Parameters

Beginning Location:

Ending Location:

Paid Date: 1/1/2022-5/31/2022

Reporting Period: CLIENTYTD

Location: 000-zzzzz

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



WVHA miCare Clinic Deland and Deltona

May 2022 Report

miCare Utilization and Capacity

miCare Utilization and Capacity

Deland	Capacity Available for Scheduled Appointments	Total Capacity Used for Scheduled Appointments	% Of Total Capacity Scheduled for Appointments	Total Capacity Available for Unscheduled Appointments	% Of Total Capacity Available for Appointments
2022	151	112	74%	39	26%

Deltona	Capacity Available for Scheduled Appointments	Total Capacity Used for Scheduled Appointments	% Of Total Capacity Scheduled for Appointments	Total Capacity Available for Unscheduled Appointments	% Of Total Capacity Available for Appointments
2022	155	112	72%	43	28%

Deland and Deltona	Capacity Available for Scheduled Appointments	Total Capacity Used for Scheduled Appointments	% Of Total Capacity Scheduled for Appointments	Total Capacity Available for Unscheduled Appointments	% Of 155Total Capacity Available for Appointments
2022	306	224	73%	82	27%

Total Hours Available: Total hours available for members to schedule, minus scheduled Admin Time

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

miCare Utilization by Day of the Week

DeLand	Monday	Tuesday	Wednesday	Thursday	Friday
2022	72%	62%	85%	72%	77%

Deltona	Monday	Tuesday	Wednesday	Thursday	Friday
2022	72%	76%		86%	52%

Key Insights:

- Between the two clinics % of the available capacity was used for scheduled appointments; % of time was available for walk-ins and other unscheduled patient care activities
- “No Shows” is where patient didn’t attend their scheduled clinic appointment
 - DeLand - 5%
 - Deltona - 12%

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

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

miCare Member Migration

May 2022

	Total Unique Patients with Appointments	Total Eligible Membership	Penetration of Membership (%)
Total	613	1,273	48%

*The data above represents unique members, several of who had multiple clinic visits on month

miCare Visit Type Frequency

Deland

#	Visit Type Description	Visit Count	% of Total
1	Medication Pick Up	559	60%
2	Lab Ordered by a miCare Provider	97	10%
3	Regular Visit, 1-2 Issues/Medications	46	5%
4	Recheck/ Follow-Up	40	4%
5	Physical/Well Exams (Women/Men 18 and over)	28	3%
6	1st Clinic Visit	25	3%
6	Med Pick Up Pt Assist Program	25	3%
8	Phone Recheck	22	2%
9	Lab Ordered by a Non-miCare Provider	21	2%
10	Sick/Urgent	16	2%
11	Nurse Visit	12	1%
12	Phone Regular Visit	9	1%
13	Hospital Follow-up	8	1%
14	Chronic Disease Mgmt	6	1%
14	Immunization/Shot	6	1%
16	Phone Sick/Urgent	5	1%
17	Phone Regular Visit 3+	1	0%
Overall - Total		926	

Location	Visit Count	% of Total
Onsite	901	97%
Telephone	25	3%
Overall - Total	926	

Deltona

#	Visit Type Description	Visit Count	% of Total
1	Lab Ordered by a miCare Provider	81	24%
2	Recheck/ Follow-Up	80	24%
3	Phone Recheck	31	9%
4	Physical/Well Exams (Women/Men 18 and over)	28	8%
5	Sick/Urgent	19	6%
6	Regular Visit, 1-2 Issues/Medications	18	5%
7	Med Pick Up Pt Assist Program	17	5%
8	Phone Regular Visit	14	4%
9	1st Clinic Visit	13	4%
10	Hospital Follow-up	9	3%
11	Chronic Disease Mgmt	6	2%
11	Phone Regular Visit 3+	6	2%
13	Lab Ordered by a Non-miCare Provider	5	1%
13	Phone Sick/Urgent	5	1%
15	Community Resource	2	1%
15	Immunization/Shot	2	1%
17	Nurse Visit	1	0%
17	Regular Visit, 3+ Issues/Medications	1	0%
Overall - Total		338	

Location	Visit Count	% of Total
Onsite	289	86%
Telephone	49	14%
Overall - Total	338	

The data above includes all visits completed by the clinical team including Nurses, Phlebotomy, Nurse Practitioners, and Health Coaches.



**Nurturing Families
Building Communities**

The House Next Door
*Serving
Volusia and Flagler Counties*

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

DeLand Counseling Center
121 W. Pennsylvania Ave.
DeLand, FL 32720
Counseling: 386-738-9169
Programs: 386-734-2236
386-943-8823 (fax)

Deltona Counseling
Center 840 Deltona
Blvd., Suite K Deltona,
FL 32725
Counseling and Programs:
386-860-1776
386-860-6006 (fax)

Flagler Counseling
Center
25 N Old Kings Road #7B
Palm Coast, FL 32137
386-738-9169
386-943-8823

S. Daytona Counseling Center
1000 Big Tree
Road Daytona
Beach, FL
32114 386-301-
4073
386-492-7638 (fax)



CREDIBILITY • INTEGRITY • ACHIEVEMENT



June 1, 2022

West Volusia Hospital Authority

Monthly Enrollment Report

In the month of May there were 200 appointments to assist with new applications and 48 appointments to assist with pending applications from April-May. For a total of 248 Interviews with clients.

177 applications were submitted for verification and enrollment. Of these, 177 were processed by the end of the month (includes the roll overs 0 from previous month) leaving the balance of 0 to roll over into June 2022 for approval.

Of the 177 that were processed, 150 were approved and 14 were denied. There were 13 pending remaining.

Currently applications are being processed, approved and the client enrolled in 7 business days. Current enrollment with EBMS is taking up to 3-5 days to appear active in system.

Outreach Efforts:

- Attended West Volusia Community Partners meeting
- Reached out to all clients due to renew with a reminder phone call as well as the reminder letter
- Attended Event held by FWA
- Communicating with Head start program, put flyers at supermarkets and other organizations that allowed us to do so such as YMCA, One Stop Career Center also making sure of any events we can be a part of

Respectfully submitted by Gail Hallmon

Eileen Long

From: Rose Alberts <ralberts@veracity-benefits.com>
Sent: Thursday, May 26, 2022 12:17 PM
To: Eileen Long; Eileen O'Reilly Long
Cc: Pepper Schafer
Subject: October 1, 2022 renewal rates

Eileen,

As you know we all missed the opportunity last year to provide you with official notice of our renewal fees for October 1 and as such forwent any annual increase. Based on our agreement the most recent CPI-U available for 2022 is 8.3%. Based on this we are proposing the following increase to our Medical Administration Fee and miCare Admin fee to be effective on October 1, 2022:

- Medical Admin PMPM Fee – Current \$21.50 moving to \$23.28 starting Oct 1, 2022
- miCare Admin Fee – Current \$31.00 moving to \$33.57 starting Oct 1, 2022

On our Population Health Management Fee and miRX Dispensing fee we will only be implementing a 5% increase as follows:

- Population Health Management Fee – Current \$10.00 moving to \$10.50 starting Oct 1, 2022
- miRX Dispensing Fee – Current \$10.00 moving to \$10.50 starting Oct 1, 2022

We hope that the above increases are found to be acceptable to WVHA and look forward to another successful year of improving and providing health coverage for West Volusia's members. Please advise if you have any questions or require any additional documentation.

Thanks,
Rose

Rose Alberts
Director of Account Management
Veracity Benefits
Direct: (678) 290-5154
email: ralberts@veracity-benefits.com



FINANCIAL MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the WEST VOLUSIA HOSPITAL AUTHORITY, hereinafter referred to as "the Authority", and JAMES MOORE & CO., P.L., hereinafter referred to as "JMCo" with a place of business at 133 E. Indiana Ave., DeLand, Florida.

IN CONSIDERATION for the mutual promises and covenants herein contained, the parties agree as follows:

1. Accounting Services

JMCo will provide the Authority with financial management services as identified in the attached Exhibit A, based on the items checked under the "JMCo" column.

2. Engagement Term and Termination

The Agreement shall commence on the 1st day of July, 2022 (the Effective Date) and shall continue for fifteen months through September 30, 2023 (the Initial Period). The Agreement will then automatically renew on an annual basis effective October 1, 2023, and every October 1 thereafter. The Authority and JMCo agree that the terms of this Agreement may be revised at any time by formal written amendment to this Agreement executed by both parties.

The Agreement may be cancelled by either party at any time without cause, subject to a transition period. Upon the date of notice of intent to terminate the Agreement, the effective termination date shall be at least three (3) months following the notice of intent to terminate the agreement, unless another date is mutually agreed upon by both parties.

The Agreement can be terminated for cause due to a breach that is not corrected to the satisfaction of the non-breaching party. The non-breaching party shall provide written notice to the breaching party outlining all breaches. The breaching party shall have at least ~~forty-five~~ twenty calendar days from the date notice is delivered to remedy the breach to the reasonable satisfaction of the non-breaching party. If the breaches are not corrected, the non-breaching party can terminate by written notice.

3. Notices

With regard to the cancellation of the agreement or any other significant matters related to the Agreement, notice shall be provided as follows:

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

With a copy to WVHA's Attorney, currently:
Theodore W. Small, Esq.
Law Office of Theodore W. Small, P.A.
PO Box 172
DeLand, FL 32721
tsmall@westvolusiahospitalauthority.org

If to the Authority:
Theodore Small, Authority Counsel
Law Office of Theodore W. Small, P.A.
613 E. New York Ave.

If to JMCo:
Zach Chalifour, CPA, Partner
James Moore & Co., P.L.
133 E. Indiana Ave.

Formatted: Left, Indent: Left: 0.75", First line: 0", Line spacing: single

Formatted: Font: Californian FB, 10 pt

Formatted: Indent: Left: 0", First line: 0"

4. Compensation

- (a) **Base Fees**—The fees for these services will be based on a blended monthly rate during the Initial Period and in the first available annual renewal as follows:

Period	Monthly Billing
July 1, 2022 – Sept. 30, 2023	\$ 9,000
Oct 1, 2023 – Sept. 30, 2024	9,500

- (b) **Start-Up Cost**—To cover work performed in the month of June 2022 and additional time required related to the transition and start up of this agreement, a \$12,500 start-up fee shall apply and be payable at the time of signing of this agreement.
- (c) **Incidental Expenses**—The fees for this work are inclusive of all routine travel and other direct costs by JMCo.
- (d) **Out of Scope Fees**—Billings may be deemed necessary for additional services rendered for new or unforeseen tasks, or extensive additional work that was required for ongoing responsibilities due to unexpected circumstances. JMCo shall not perform any work outside the scope of this Agreement without first notifying the Authority that the work will be at an additional charge and the Authority approves the additional charge in advance of any additional work being performed. Additional fees shall be based on the fee schedule attached as Exhibit B or as otherwise agreed upon.
- (e) **Renewal Periods**—For periods beyond September 30, 2023, any fee adjustments shall be proposed and mutually agreed upon on an annual basis as part of the Authority's budget process.

5. Billing and Payment

Fees will be billed to the Authority by JMCo on a monthly basis. The Authority will comply with the Florida Prompt Payment Act in remitting all payments for services rendered.

6. Compliance with Policies, Laws and Regulations; Insurance

In providing the financial management services to the Authority, JMCo agrees to comply with the Authority's applicable policies and procedures, and with applicable state of Florida and federal laws, rules, administrative codes, and regulations.

The parties acknowledge that as a municipality of the State of Florida, the Authority is subject to Florida's public records and "Sunshine Laws" as found in Chapters 119 and 286 of the Florida Statutes, which require the Authority to produce documents in response to public records requests from individuals or entities. The Authority is required by law to produce documents in response to such a request, unless a statutory exception applies, and this and any other documents involved with this engagement may be subject to disclosure. In such event, the Authority will notify JMCo of the documents required to be disclosed pursuant to applicable law. Further, the Authority as a governmental entity has sovereign immunity, and therefore its damages for tort claims is limited to the \$200,000/\$300,000 statutory limits set forth under the limited waiver provisions set forth in Florida Statute Section 768.28. As a result, the Authority has a limited ability to indemnify third parties. The Authority agrees to indemnify JMCo for claims or liabilities sustained by JMCo due to the actions or omissions of agents or employees of the Authority in an amount not to exceed the limits of liability for sovereign entities in tort claims provided for in Chapter 768, Florida Statutes,

as amended, and regardless of the type of underlying claim or liability giving rise to the request for indemnification. In addition, JMCo shall maintain general liability/professional liability policies with limits no less than \$1,000,000.

IF JMCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, JMCO AGREES TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS, STACY C. TEBOTHEODORE SMALL WITH COPY TO THEODORE W. SMALL, AUTHORITY COUNSEL, AUTHORITY COUNSEL.

JMCo shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
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 contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

7. Responsibilities and Duties

The Authority is responsible for the safeguarding of assets and should retain all the documents, canceled checks, and other data that form the basis of the Authority's financial activity.

8. Unencrypted E-Mail Use Authorized for Communication

In connection with this engagement, JMCo may communicate with the Authority or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCo cannot guarantee or warrant that e-mails from JMCo will be properly delivered and read only by the addressee. Therefore, JMCo specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCo in connection with the performance of this engagement. In that regard, the Authority agrees that JMCo shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement the Authority may elect by notification in writing to JMCo to suspend or terminate the use of e-mail.

9. Cooperation

Client agrees to cooperate with JMCo in the performance of JMCo services for the Client, including providing JMCo with reasonable facilities and timely access to the Authority's data, information and personnel. The Authority shall be responsible for the performance of the Authority's employees and agents and for the accuracy and completeness of all data and information provided to JMCo for purposes of this engagement.

10. Independent Contractor

Client and JMCo are both independent contractors and neither the Authority nor JMCo are, or shall be considered to be, an agent, distributor or representative of the other. Neither the Authority nor JMCo shall act or represent itself, directly or by implication, as an agent of the other.

11. Force Majeure

Neither the Authority nor JMCo shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. Mediation

Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association in mediation session(s) in Volusia County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

13. Binding Arbitration

All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCo and the Authority will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Volusia County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the client file and interrogatories ~~and shall not include any exchange of e-mail or any requirement to produce or search for e-mail~~. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the American Arbitration Association. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members

of the American Arbitration Association's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the American Arbitration Association or, failing party selection the panel members shall be appointed by the American Arbitration Association), and the third member of the panel will be selected by the American Arbitration Association will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The arbitration panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

14. Assignment

Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the JMCo services and supersedes all prior understandings relating to JMCo services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between the Authority and JMCo, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCo and the Authority are the tribunals of principal jurisdiction in Volusia County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed on the date(s) indicated.

WEST VOLUSIA HOSPITAL AUTHORITY_

JAMES MOORE & CO., P.L.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES/RESPONSIBILITIES

Area	Task	JMCo	Authority	Other 3 rd Party
Mail handling	Sending and receiving all mail, including electronic mail (e-mail) and regular/physical mail		Admin.	
Cash/Investments	Monthly bank/investment account reconciliations	X		
Cash/Investments	Cash receipts and bank deposits	X		
Cash/Investments	Cash receipts – accounting entry (bank deposits, wires, etc.)	X		
Cash/Investments	Cash flow oversight	X		
AP/Purchasing	Invoice opening/entry; preparing monthly invoice spreadsheet	X		
AP/Purchasing	Spreadsheet approval; invoice approval		Admin. / Board	
AP/Purchasing	Check writing and printing	X		
AP/Purchasing	Check signing		Board	
AP/Purchasing	Check mailing		Admin.	
AP/Purchasing	Preparation of 1099-MISC forms to contractors	X		
Payroll	Timecard inspection and approval		Board	
Payroll	Payroll inspection, approval, and processing/payment	X		
Payroll	Inspection of General Ledger posting for payroll activity	X		
Payroll	Preparation assistance of 941 tax returns			Payroll Co.
Payroll	Preparation of W-2's			Payroll Co.
Payroll	Reporting and remittance of payroll withholding and deductions	X		
Budget	TRIM – advertising		Admin.	
Budget	TRIM – preparation and inspection of forms	X		
Budget	Overall budget development	X		
General	Commission Meeting Attendance – 4 Meetings (Audit and Budget/TRIM)	X		
General	Attend monthly virtual pre-meetings between Board Chair, Accountant and Attorney, generally scheduled Tuesdays at 2p.m. before a scheduled Board meeting	X		
General	Availability for Routine Questions (out of scope items to be identified and fees discussed in advance) & Active oversight/training re: coding and entry of ongoing activity	X		
Site Visits	Perform periodic site visits on funded agencies to perform limited testing over compliance requirements of funding agreements (should we scope this out here?)	X		
Accounting	Monthly inspection of General Ledger Activity	X		
Accounting	Journal entry preparation and inspection	X		

Area	Task	JMCo	Authority	Other 3 rd Party
Accounting	Monthly balance sheet account reconciliations (non-cash)	X		
Accounting	Year-end closing/cash to accrual adjustments	X		
Financial Reporting	Monthly cash-basis compiled financial statements	X		
Financial Reporting	Compile a listing of accounts payable and projected accounts payable, along with necessary bank transfers for Board approval at its regular monthly meeting	X		
Financial Reporting	Provide summarized financial information for each monthly Board meeting and any financial Board workshops (cash basis)	X		
Monitoring	Inform the Board of any significant variances in the contract management and budgetary controls for all funded programs	X		
Monitoring	Perform periodic inspection of a summary of indigent invoices prepared by funded agencies for accuracy and propriety with the then current funding agreements	X		
Audit	Auditor selection process assistance (RFP development, 1 selection committee meeting)	X		
Audit	Primary liaison with external auditors / Coordination of audit request list items / preparation of applicable schedules	X		
Audit	Fixed asset detail and depreciation schedule maintenance (ProFx)	X		
Audit	Preparation/inspection of audited financial statements			Auditor
Audit	Preparation of Management's Discussion and Analysis	X		
Audit	Preparation/inspection of Annual Financial Report submittal	X		
Audit	Submittal of audited financial statements to the Florida Auditor General	X		
Audit	Communication of significant accounting standard changes	X		
Leases	Summary of lease activity and calculation of lease asset/liability (GASB 87)	X		
Pension – FRS	Year-end analysis and allocation of net pension liability (if applicable)	X		
OPEB	Coordination with OPEB Pension actuary re: data and timing of report (if Authority elects to obtain report)	X		
OPEB	Inspection of draft actuary report for financial reporting purposes (if Authority elects to obtain report)	X		

EXHIBIT B: FEES FOR ADDITIONAL SERVICES

Should any additional services be required outside the based scope of the Agreement, they shall be mutually agreed upon prior to any services being rendered, as outlined in paragraph 4(c). While both parties may come to a different agreement, this schedule of fees is designed to serve as a basis for determining the estimated fees for additional services:

Fixed Fees (travel/incidental costs included)	Partner	Director/Manager	Accountant
Authority Commission meeting attendance (in excess of 4 annually)	\$1,500	\$1,500	n/a

Hourly Fees (travel/incidental costs additional)	Partner	Director/Manager	Accountant	Clerk
Base Fees – Additional Hourly Work	\$275	\$200	\$150	\$125



West Volusia Hospital Authority

June 16, 2022

VIA HAND DELIVERY

Stacy C. Tebo
595 Jameson Drive
Orange City, FL 32763

Re: Employment Agreement — WVHA Administrator

Dear Ms. Tebo:

On behalf of The West Volusia Hospital Authority, 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 providing access to no-cost primary and hospital care, low co-pay specialty care, and low-cost prescriptions for working poor residents of West Volusia (hereinafter WVHA, the "Authority" or "Employer"), I am pleased to confirm the following terms for your employment as the Administrator of the Authority. Your signature in the space provided at the bottom will result in this letter becoming a binding employment agreement ("Agreement") between you, Stacy C. Tebo and the Authority.

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.

Inasmuch as Stacy C. Tebo desires to provide all necessary administrative services that the WVHA Board of Commissioners may deem necessary or proper to carry out the purposes of the Enabling Legislation, the Authority's Board of Commissioners 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:

- I. **General Duties:** As Administrator, you, Stacy C. Tebo (hereinafter referred to as "Employee") is hereby authorized and assigned to develop her own job description and list of specific duties to recommend for adoption by the WVHA Board of Commissioners. That job description recommendation shall include all duties customarily incident to the position of Administrator for a local governmental entity such as the Authority as well as any other duties as may from time to time be assigned by the WVHA Board of Commissioners, including, but not be limited to, the following:
- A. Develop a plan and procure with an initial budget, hereby authorized by the WVHA Board, of \$2500.00 whatever equipment and supplies (e.g., laptop computer, computer software, phone equipment, and phone carrier plan) are necessary to provide services described in B-P, *infra* in a mostly work-from-home environment with occasional office hours at the DeLand MiCare Clinic or similar locations.
 - B. Provide staffing for the Authority sufficient to conduct business during a regular set of agreed upon working hours, five days a week,
 - C. Establish administrative processes to ensure performance of all general office functions including but not limited to:
 - 1. Responding in a timely manner to all communications and requests for information from Board, Citizens Advisory Committee (CAC), Attorney (Law Office of Theodore W. Small, P.A.), Third Party Administrator (EBMS); Primary Care Clinic (MiCare) and public,
 - 2. Maintaining sufficient competent records of all such communications and correspondence,
 - 3. Facilitating cloud-based storage of all Administrative records and share access with Board,
 - 4. Receiving and forwarding citizen comments to Board, CAC, Attorney, Accountant and all other relevant parties,
 - 5. Ordering and maintaining office and meeting supplies and equipment,
 - D. Coordinate annually with Board and CAC on future meeting dates, Coordinate with meeting venues to verify availability and present Board and CAC with a consolidated annual calendar of meeting dates, times and locations,
 - E. Ensure placement of required newspaper advertising in advance of monthly Board and CAC meetings to comply with Sunshine Law notice requirements,
 - F. Ensure preparation of monthly Board and CAC meeting agenda books, distribute electronically and make available hard copies for Board, Accountant, Attorney and the public,
 - G. Coordinate with Attorney to provide the Board with final versions of proposed agreements, resolutions, letters and other documents for Board review, votes of approval and then signature(s) once approved by the Board,

- H. Coordinate date and time to schedule and attend monthly virtual pre-meetings between Board Chair, Accountant and Attorney, generally scheduled Tuesdays at 2p.m. before a scheduled Board meeting.
- I. Coordinate at least monthly with Chair or Vice Chair of Board and CAC to plan for completion of administrative tasks prior to upcoming meetings.
- J. Attend evening Board and CAC monthly meetings to provide any updates to the Board and CAC about any requested matters and ensure the meetings are tape recorded in compliance with Florida's Public Records Act,
- K. Ensure the preparation of summary (non-verbatim) meeting minutes of Board and CAC monthly meetings based upon tape recordings and notes taken while attending the meetings
- L. Serve as WVHA's designated Records Custodian to maintain records, comply with annual records destruction requirements and respond to straightforward requests for copies of public records and coordinate with Attorney to respond to those requests from lawyers.
 - 1. Coordinate with website design vendor to make electronic public records of general interest available online to the extent practicable.
- M. Coordinate with website design vendor to update regularly the westvolusiahospitalauthority.org website with meeting materials, annual budget financial statement information, and any other information that is deemed necessary by law or cost-effective for a local government to make available to the public online.
- N. Supervise the processing subrogation matters (usually less than 10 per year), initial receipt of mail notification from attorneys representing Health Card members in third party lawsuits, responding to notice by editing and then sending a form letter that notifies lawyers of WVHA's assertion of its subrogation rights, then coordinating with Third Party Administrator, Accountant and Attorney to provide any requested summary of bills paid on behalf of the Health Card member who is involved in the third party lawsuit.
- O. Perform any other matters common to maintaining an efficient administration office for the purpose of conducting the business of the Authority, including long term planning research and reports that will facilitate Board decision making on how best to carry out its statutory purposes. In particular, the Administrator is expected to devote any of her time that is not already taken with the administration of items described in subparagraphs A-N, *supra*, to develop recommendations relating to the improvement of WVHA's internal controls and fraud prevention, public relations, governmental relations and regulatory compliance. It is expected that the Administrator will monitor the policy agendas of other local governments in Volusia County items that are or could become relevant to WVHA's fulfillment of its statutory purposes. WVHA Recommendations from the Administrator on such long term planning proposals shall be given great weight along with the professional opinions of the WVHA Attorney, Accountant and Third Party Administrator when considered for approval by the Board.

- P. After due consultation with the WVHA Attorney, Accountant and Board and/or CAC Chair, the Administrator is authorized to exercise discretion and determine when to reschedule any and all meetings or call a special meeting of the WVHA Board of Commissioners or CAC in order to respond to new circumstances or time-sensitive matters for which a delay for a decision by the Board and/or CAC until the next regularly scheduled meeting would significantly harm or prejudice the implementation of WVHA's statutory purposes.

The Authority, in its sole discretion, may assign the Employee with other duties that may be different from those specified. The Administrator position does not give Employee any right or authority to make any contract or any binding promise of any nature on behalf of the Authority unless such is authorized in this agreement or based upon well-established WVHA policy or a Board resolution or motion which has been voted upon during a public meeting of the WVHA Board of Commissioners. By accepting this offer of employment, Employee agrees to abide by all policies, practices, procedures and rules of the Authority.

II. **Term:** The term of this agreement for continued employment will commence as soon as practicable after approval at the June 16, 2022 meeting and thereafter shall continue unless and until either party shall give notice of such party's intent to terminate the employment relationship not less than 90 days after such notice is given, or until sooner terminated as hereinafter set forth.

III. **Compensation:** The Authority hereby assigns the Employee the additional duty of finding a competent and reputable payroll processing agency and hereby authorizes the Employee, after due consultation with the WVHA Attorney and Accountant, to engage such agency to begin calculating and processing her payroll and paystubs consistent with the following agreed upon terms:

- A. The Authority shall pay to Employee as compensation for her services a gross salary of Sixty-Five Thousand One Hundred (\$65,100.00) Dollars per year ("Salary") payable in equal monthly payments. With satisfactory performance, Employee's gross salary shall automatically increase to Sixty-Seven Thousand Fifty-three (\$67,053.00) Dollars per year during her second year and Sixty-Nine Thousand Sixty-four (\$69,064.00) Dollars per year during her third year.
- B. Withholding, FICA, FUTA. Employee's gross compensation shall be subject to, and reduced by applicable federal income tax withholding and FICA tax, and any other taxes imposed by law.
- C. The Authority shall contribute whatever the minimum amount that it is required by Florida law for it to contribute for a full time employee to the Florida Retirement System (FRS), or a lawful alternative option recommended by WVHA's Accountant and Attorney.
- D. Upon the Employee presenting verification to WVHA's Accountant that she is enrolled in a comprehensive health insurance plan that is available on healthcare.gov or comparable health insurance marketplace, the Authority shall contribute as an

additional benefit up to \$1000.00 monthly towards the Employee maintaining her own comprehensive health insurance plan.

IV. **Reimbursement of Expenses:** Except as otherwise provided herein, the Authority shall pay, either directly or by reimbursement to Employee, such reasonable and necessary business expenses incurred by Employee in the course of her employment by the Authority as are consistent with the Authority's policies in existence from time to time, subject to such dollar limitations and verification and record keeping requirements as may be established from time to time by the Authority.

V. **Confidentiality:** Employee agrees that Employee has a fiduciary duty to the Authority and that Employee shall hold in confidence and shall not, except in the course of performing Employee's employment obligations or pursuant to written authorization from the Authority or as may be required by law or court order, at any time during or after termination of Employee's employment with the Authority (i) directly or indirectly reveal, report, publish, disclose or transfer the Confidential Information, as defined in this paragraph, or any part thereof to any person or entity; (ii) use any of the Confidential Information or any part thereof for any purpose other than for the benefit of the Authority; (ii) assist any person or entity other than the Authority to secure any benefit from the Confidential Information or any part thereof. Employee agrees that all Confidential Information shall belong exclusively to the Authority. For the purposes of this Agreement, "Confidential Information" shall specifically include public records that are exempt or confidential and exempt from public disclosure requirements under Florida's Public Records Act and the federal Health Insurance Portability and Accountability Act (HIPAA) and shall more broadly include any information which is not otherwise available to the general public and which Employee made or makes, conceived or conceives, developed or develops or obtained or obtains knowledge or access through or as a result of Employee's relationship with the Authority (including information received, originated, discovered or developed in whole or in part by Employee) from the initial date of Employee's employment with the Authority until the date of termination.

A. Employee shall comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent applicable directly or indirectly pursuant to HIPAA and its implementing regulation concerning privacy of individual identifiable health information as set forth in 45 CFR, Parts 160-164, as amended from time to time. As a part of the agreement with the WVHA, Employee shall sign a HIPAA business agreement. In substantially the form attached hereto as Exhibit A.

VI. **Devotion to Employment.** During the term of this Agreement, Employee shall devote her full-time services on behalf of the Authority, and she shall not engage in any other gainful employment without the written consent of the Authority; provided, however, that nothing contained herein shall prohibit Employee from investing or trading in stocks, bonds, commodities or other forms of investment, including real property that is in no way related to the Authority's business. Employee agrees that she shall not take personal advantage of any business opportunities which arise during her employment and which may benefit the Authority; Employee must promptly report and fully disclose any such opportunities to the

WVHA Board of Commissioners and receive written confirmation that the Authority is not interested in pursuing the opportunity for its own benefit.

VII. Termination:

A. Events Causing Immediate Termination. This Agreement shall terminate immediately on the occurrence of any one of the following events:

- (1) The occurrence of circumstances that make it impossible or impracticable for the continuation of WVHA as a local governmental entity;
- (2) The death of Employee;
- (3) The adjudication of the Employee as incompetent;
- (4) The willful or reckless breach of Authority policies, workplace rules or duties by the Employee in the course of employment, unless waived by the Employer;
- (5) The intentional, reckless or continuous neglect of Employee's obligations and duties under this Agreement;
- (6) The continued incapacity on the part of the Employee to perform duties, unless waived by the Employer;
- (7) The conviction of the Employee of a crime;
- (8) The Employee's misappropriation of the Authority funds or misuse of the Authority's assets by Employee;
- (9) The Employee's failure to fully cooperate in any investigation conducted by the Authority.
- (10) The Employee's willful or negligent damage to the property (resulting in a material loss to the Authority), business, reputation or goodwill of the Authority;
- (11) The Employee's intentional or reckless harassment, cause of a personal injury or assault to any employee or other person in the course of the performance of services for the Authority;
- (12) The Employee's performance of work in a condition unfit to perform her duties, including reporting to work with measurable amounts of illegal drugs or controlled substances in Employee's system or being under the influence of alcohol or drugs or controlled substances; or
- (13) The Employee's commission of an act involving immoral, shameful or unethical conduct or conduct which, directly or indirectly, impairs or injures the goodwill, reputation or otherwise harms the Authority.

B. Compensation Upon Termination.

- (1) In the event of the termination of this Agreement for cause pursuant to sub-Paragraph VII(A), the Employee shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The Employee shall be entitled to no further compensation after the date of termination.

(2) In the event of the termination of this agreement other than for any of the causes specified in sub-Paragraph VII(A), the Employee shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement plus a dollar amount equal to two weeks of her regular compensation less applicable withholding taxes for each year of her continuous employment with the Authority up to a maximum total of 6 weeks in compensation ("Severance Payment"); provided however, the payment of the Severance Payment will be contingent upon her return of all company property and execution of a release of the Authority from any further liability.

VIII. Public Records Law. IF THE EMPLOYEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EMPLOYEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE WVHA ATTORNEY, AT 386-740-0788, tsmall@westvolusiahospitalauthority.org, and PO Box 172, DeLand, FL 32721. The Employee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

- A. Keep and maintain public records required by the Authority to perform the duties.
- B. Upon request from the Authority's Custodian of Public Records or Attorney, 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.
- 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 Employee does not transfer the records to the Authority.
- E. Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Employee or keep and maintain public records required by the Authority to perform the duties. If Employee transfers all public records to the Authority upon completion of the contract, the Employee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Employee keeps and maintains public records upon completion of the contract, the Employee 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 or Attorney, in a format that is compatible with the information technology systems of the Authority.

IX. Miscellaneous:

(a) Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof, and this Agreement supersedes all prior understandings and agreements, whether oral or written, relating to the employment of the Employee by the Authority.

(b) Assignment. Neither this Agreement, nor any of Employee's rights, powers, duties or obligations hereunder may be assigned by Employee; provided however, any amounts owing to Employee upon the Employee's death shall inure to the benefit of the Employee's heirs, legatees, legal representatives, executor or administrator. Successors of the Authority shall include, without limitation, any company or companies acquiring, directly or indirectly, all or substantially all of the assets of the Authority, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Authority" for the purpose hereof.

(c) Amendment; Waiver. This Agreement shall not be amended, altered, modified or discharged except by an instrument in writing duly executed by the Employee and the Authority. Neither the waiver by the parties hereto of a breach of, or default under, any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any such provisions, rights or privileges hereunder.

(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(e) Non-discrimination. Employee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

(f) 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.

(g) 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.

(h) Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

- i. Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation within 30 days shall be exclusively and finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in DeLand, Volusia County, Florida in accordance with the United States Arbitration Act. The arbitration shall be conducted by a single arbitrator to be selected by other arbitrators, one of whom shall be selected by each party to this Agreement. The award of the arbitrators shall be accompanied by a statement of the reasons upon which the award is based.
- ii. The fees and expenses of arbitration shall be part of the award. The prevailing party in any arbitration shall recover its expenses and costs including reasonable attorney's fees from the other party.
- iii. No party shall appeal to any court any order by an arbitrator under this sub-paragraph IX(h).
- iv. Notwithstanding any other provision of this sub-paragraph IX(h), a party may bring a suit or action in a state or federal court of competent jurisdiction located within DeLand, Volusia County, Florida: (i) to petition a court for injunctive relief with respect to a matter arising under or relating to the Agreement; (ii) To seek judicial enforcement of an order granted by an arbitrator under this Section 11; or (iii) as permitted under the United States Arbitration Act.

(i) Applicable Law. In deciding any arbitration or court proceeding that is specifically authorized under this Agreement, the arbitrator or court shall apply the laws of the State of Florida, excluding any conflict-of-laws rule or principle that might refer the governance or construction of this agreement to the law of another jurisdiction. However, matters relating to the enforceability of Section IX and to any arbitration award granted thereunder shall be governed by the United States Arbitration Act.

(j) Survival. It is the express intention and agreement of the parties hereto that the provisions of Paragraphs VII, VIII and IX hereof shall survive the termination of employment of the Employee.

(k) Notices. All notices, demands, requests or other communications which may be, or are required to be given, served or sent by any party to any party pursuant to this Agreement shall be in writing and shall be transmitted by hand delivery, overnight mail or sent via electronic mail and addressed as follows:

If to the Employee:

Stacy Tebo

595 Jameson Drive

Orange City, FL 32763

If to the Authority:

West Volusia Hospital Authority

Attn: Chair

P.O. Box 940

DeLand, FL 32721-0940

With a copy to WVHA's Attorney, currently:

Theodore W. Small, Esq.

Law Office of Theodore W. Small, P.A.

PO Box 172

DeLand, FL 32721

tsmall@westvolusiahospitalauthority.org

(l) Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Please advise if the above terms do not accurately reflect our agreement in any way. I am delighted that you will be continuing your employment with WVHA and look forward to working with you.

Best regards,

WEST VOLUSIA HOSPITAL AUTHORITY

By: _____

Jennifer Coen, Its Chair

Date:

By signing below, I represent and warrant that I am under no restriction or agreement with a former employer or anyone that would prevent me from accepting the offer of continued employment with The West Volusia Hospital Authority and complying with all of its terms as set forth in this letter. I hereby accept this offer of employment upon the terms as set forth in this letter.

Stacy C. Tebo:

Date: _____

EXHIBIT
A

WEST VOLUSIA HOSPITAL AUTHORITY
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Addendum to the agreement between West Volusia Hospital Authority ("WVHA") and Stacy Tebo ("Provider") for the provision of Administrative Services.

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("Protected Health Information", or "PHI") obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy Rule"); and

WHEREAS, Provider and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the WVHA pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the HIPAA Privacy Rule requires that the WVHA and Provider execute this Addendum in order to protect the privacy of PHI;

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

1. **Use and Disclosure of PHI to Provide Services.** The Provider will not use or further disclose PHI (as such term is defined in the HIPAA Privacy Rule) other than as permitted or required by the terms of the Services Agreement or as required by law. Except as otherwise provided in this document, the Provider may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Addendum are prohibited.
2. **Additional Provider Activities.** Except as otherwise provided in this Addendum, the Provider may also:
 - 2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Provider, provided that such uses are permitted under state and federal confidentiality laws.

- 2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of the Provider. Provider represents to WVHA that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Provider will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Addendum, and that such person will notify the Provider of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 2.3 To bring together the WVHA's PHI in Provider's possession with the PHI of other covered entities that the Provider has in its possession through its capacity as a Provider to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the WVHA with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy Rule. The Provider will not disclose the PHI obtained from WVHA to another covered entity without written authorization from the WVHA.
- 2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. § 164.514(b) and that Provider maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Addendum.

3. **Provider Covenants.** Provider agrees to:

- 3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;
- 3.2 Not to use or further disclose PHI except as permitted under this Addendum, the HIPAA Privacy Rule, and applicable State law, each as amended from time to time;
- 3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum;
- 3.4 Report to the WVHA any use or disclosure of the PHI not permitted by this Addendum within five (5) days of the Provider becoming aware of such use or disclosure;
- 3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from,

or created or received by the Provider on behalf of the WVHA agree to the same restrictions and conditions that apply to the Provider with respect to the PHI;

- 3.6 Within ten (10) days of a request by WVHA, report to WVHA all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the HIPAA Privacy Rule. The report to the WVHA shall identify: (i) the subject of the PHI (i.e., patient name or identifier), (ii) the PHI disclosed, and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;
 - 3.7 Maintain the integrity of any PHI transmitted by or received from WVHA;
 - 3.8 Comply with WVHA policies and procedures with respect to the privacy and security of PHI and other WVHA records, as well as policies and procedures with respect to access and use of WVHA's equipment and facilities;
 - 3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5, 6 and 7.
4. **WVHA Covenants.** The WVHA agrees to notify Provider of material limitations to the consents or authorizations that have been obtained by the WVHA from their patients, clients or employees and any other restrictions on the use or disclosure of PHI as agreed to by the WVHA.
 5. **Access to PHI.** Within five (5) days of a request by the WVHA for access to PHI about a patient, client or employee contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, the Provider shall make available to the WVHA, or the patient, client or employee to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Provider, the Provider shall, within five (5) days, forward such request to the WVHA. Any denials of access to the PHI requested shall be the responsibility of the WVHA.
 6. **Amendment of PHI.** Within ten (10) days of receipt of a request from the WVHA for the amendment of a patient's, client's or employee's PHI or a record contained in a Designated Record Set the Provider shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the WVHA has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Provider or others to the loss of the individual who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Provider in a Designated Record Set.

7. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by the WVHA to the Provider that it has received a request for an accounting of disclosures of PHI regarding an individual, the Provider shall make available to the WVHA such information as is in the Provider's possession and is required for the WVHA to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Provider, the Provider shall, within five (5) days, forward the request to the WVHA. It shall be the WVHA's responsibility to prepare and deliver any such accounting requested.
8. **Access to Books and Records Regarding PHI.** The Provider will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, the WVHA available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the WVHA's compliance with the HIPAA Privacy Rule.
9. **Disposition of PHI Upon Termination.** The Provider will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, the WVHA which the Provider and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Provider will notify the WVHA of such event in writing, and will therefore extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
10. **Representations and Warranties**
 - 10.1 **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party:
 - (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Addendum and to perform its obligations described in this Addendum, and that the performance by it of its obligations under this Addendum have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.
 - (b) that neither the execution of the Services Agreement, including this Addendum, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

- (c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Addendum are or shall be appropriately informed of the terms of this Addendum and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Addendum.
 - (d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Addendum.
- 11. **Term.** Unless otherwise terminated as provided in Section 12, this Addendum shall become effective on the Effective Date of the Services Agreement and shall have a term that shall run concurrently with that of the Services Agreement.
- 12. **Termination and Survival of Certain Provisions**
 - 12.1 Generally. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Addendum shall survive such expiration or termination, as provided herein.
 - 12.2 Termination by the WVHA. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the WVHA may immediately terminate this Addendum, the Services Agreement and any related agreements if the WVHA makes the determination that Provider has breached a material term of this Addendum. Alternatively, and in the sole discretion of the WVHA, the WVHA may choose to provide Provider with written notice of the existence of the breach and provide Provider with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Provider shall cure said breach to the satisfaction of the WVHA within an additional fifteen (15) days. Failure by Provider to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the WVHA. If termination is not feasible, WVHA has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.
 - 12.3 Termination by the Provider. If Provider determines that the WVHA has breached a material term of this Addendum, then the Provider shall provide the WVHA with written notice of the existence of the breach and shall provide the WVHA with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the WVHA shall cure said breach to the satisfaction of the Provider within an additional fifteen (15) days. Failure by the WVHA to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Provider.

13. **Effect of Termination.** Upon termination pursuant to Section 12, Provider agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Provider further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Provider to return or destroy all PHI, the Provider will notify the WVHA in writing. Such notification shall include: (i) a statement that the Provider has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Provider further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Provider's use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible. If it is not feasible for the Provider to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Provider must provide a written explanation to the WVHA and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

I hereby agree to all the terms set forth in this Addendum A of my employment agreement with the West Volusia Hospital Authority.

Stacy C. Tebo:

Date: _____

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

With a copy to WVHA's Attorney, currently:
Theodore W. Small, Esq.
Law Office of Theodore W. Small, P.A.
PO Box 172
DeLand, FL 32721
tsmall@westvolusiahospitalauthority.org

(l) Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Please advise if the above terms do not accurately reflect our agreement in any way. I am delighted that you will be continuing your employment with WVHA and look forward to working with you.

Best regards,

WEST VOLUSIA HOSPITAL AUTHORITY

By: _____
Jennifer Coen, Its Chair

Date:

By signing below, I represent and warrant that I am under no restriction or agreement with a former employer or anyone that would prevent me from accepting the offer of continued employment with The West Volusia Hospital Authority and complying with all of its terms as set forth in this letter. I hereby accept this offer of employment upon the terms as set forth in this letter.

Stacy C. Tebo:



Date: 6/6/22



RISING | AGAINST | ALL | ODDS

340 S Woodland Blvd, DeLand FL 32720, (386) 202-4209

June 6, 2022

Dear WVHA Commissioners:

RAAO provides many services to the West Volusia Community, some of which RAAO seeks no reimbursement or other funding. For instance, there is no compensation, reimbursement or other financial gain for RAAO to provide the homeless with a physical mailing address. This service is a courtesy provided to those who have no other way of receiving official mail. Additionally, RAAO continues to test the homeless and indigent for the COVID-19 virus.

In RAAO's recent verbal report to the WVHA, RAAO provided 266 non-billable HIV Counseling and Testing services between October 1, 2021 and March 31, 2022. The services could not be billed to the WVHA. Please note, for the entire fiscal year of 2020-2021, RAAO provided 1,184 non-billable services totalling \$62,650. These services are provided to clients despite the fact they could not be billed to the WVHA. The client may lack a valid ID or the client is unable to produce documentation required to meet the WVHA Eligibility Guidelines. As of June 2022, RAAO has depleted its funding from the WVHA for the 2021-2022 fiscal year for its HIV/AIDS Outreach program.

On average, RAAO bills the WVHA \$14,800 each month it provides services according to the service agreement for RAAO's HIV/AIDS Outreach program. With four months remaining in the current fiscal year, RAAO is anticipating a deficiency of approximately \$59,200.

RAAO recognizes the need for the WVHA to be fiscally conscientious and dissuades agencies from asking for additional monies within a fiscal year. However, RAAO is humbly requesting that the WVHA Commissioners consider closing this gap for RAAO in the current fiscal year by adding an additional \$59,200 to our original funding request of \$116,925. RAAO increased its funding request to \$145,140 for the 2022-2023 fiscal year to close this anticipated gap for the next fiscal year.

While funding for RAAO's HIV/AIDS Outreach program is exhausted, it is not RAAO's intent to suspend these services. These services will continue to be provided to the most vulnerable and underserved populations of West Volusia.

With the kindest regard,

Bvf

Brenda Flowers Dalley

Founder, Rising Against All Odds

phone: (386) 202-4209

mobile: (386) 215-7881

address: 340 South Woodland Blvd, DeLand, FL 32720

site: www.risingagainstallodds.com

email: dbdalley@risingagainstallodds.com

**West Volusia Hospital Authority
Financial Statements
May 31, 2022**



Dreggors, Rigsby & Teal, P.A.

Advisors for Life

Certified Public Accountant | Registered Investment Advisor

1006 N. Woodland Boulevard ■ DeLand, FL 32720

(386) 734-9441 ■ www.drtcpa.com

Ronald J. Cantlay, CPA/CFP®

James H. Dreggors, CPA

Victoria A. Kizma, CPA

Robin C. Lennon, CPA

John A. Powers, CPA

Ann J. Rigsby, CPA/PFS/CFP®

Melissa J. Trickey, CPA

To the Board of Commissioners
West Volusia Hospital Authority
P. O. Box 940
DeLand, FL 32720-0940

Management is responsible for the accompanying balance sheet (modified cash basis) of West Volusia Hospital Authority, as of May 31, 2022 and the related statement of revenues and expenditures - budget and actual (modified cash basis) for the month then ended and year-to-date, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplemental information contained in Schedule I is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to West Volusia Hospital Authority.

Dreggors, Rigsby & Teal, P.A.

Dreggors, Rigsby & Teal, P.A.
Certified Public Accountants
DeLand, FL

June 07, 2022

MEMBERS

American Institute of
Certified Public Accountants

the *CPA Alliance* network

Florida Institute of
Certified Public Accountants

West Volusia Hospital Authority

Balance Sheet

Modified Cash Basis

May 31, 2022

Assets

Current Assets

Petty Cash	\$	100.00
Ameris Bank - Oper		1,131,787.09
Ameris Bank - MM		6,376,317.37
Mainstreet Community Bank (MCB) - MM		1,706,999.85
MCB Escrow Account		200,000.00
Surety Bank - MM		9,983,873.89
Taxes Receivable		102,298.00
CDARS - 1 Year		7,504,228.01
Total Current Assets		27,005,604.21

Fixed Assets

Land		145,000.00
Buildings		422,024.71
Building Improvements		362,091.33
Equipment		53,974.56
Leasehold Improvements		23,232.63
Total Fixed Assets		1,006,323.23
Less Accum. Depreciation		(452,150.56)
Total Net Fixed Assets		554,172.67

Other Assets

CDARS - 2 Year		1,002,205.44
CDARS - 3Year		501,693.49
Deposits		2,000.00
Total Other Assets		1,505,898.93
Total Assets		29,065,675.81

Liabilities and Net Assets

Current Liabilities

Deferred Revenue		91,293.00
Total Current Liabilities		91,293.00

Net Assets

Unassigned Fund Balance		18,411,796.85
Restricted Fund Balance		208,000.00
Assigned Fund Balance		1,177,700.00
Nonspendable Fund Balance		554,172.67
Net Income Excess (Deficit)		8,622,713.29
Total Net Assets		28,974,382.81
Total Liabilities and Net Assets	\$	29,065,675.81

West Volusia Hospital Authority
Statement of Revenue and Expenditures
Modified Cash Basis
Budget and Actual
For the 1 Month and 8 Months Ended May 31, 2022

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Year To Date Actual</u>	<u>Budget Balance</u>
Revenue				
Ad Valorem Taxes	17,400,000	218,397	17,065,547	334,453
Investment Income	45,000	2,548	17,384	27,616
Other Income	0	0	80,708	(80,708)
Use of Prior Year Reserves	<u>1,177,700</u>	<u>0</u>	<u>0</u>	<u>1,177,700</u>
Total Revenue	<u>18,622,700</u>	<u>220,945</u>	<u>17,163,639</u>	<u>1,459,061</u>
Healthcare Expenditures				
Hospital Services	3,000,000	259,962	2,416,075	583,925
Emergency Room Care	1,000,000	14,596	54,644	945,356
Primary Care	2,500,000	221,528	1,300,075	1,199,925
Pharmacy	900,000	41,514	277,783	622,217
Specialty Care	3,075,000	291,986	1,818,886	1,256,114
County Medicaid Reimbursement	2,359,000	0	0	2,359,000
The House Next Door	100,000	1,923	15,887	84,113
The Neighborhood Center	150,000	10,950	70,788	79,212
Rising Against All Odds	116,925	15,150	103,650	13,275
Community Legal Services	100,756	7,867	59,722	41,034
Hispanic Health Initiatives	65,000	6,600	32,250	32,750
Florida Dept of Health Dental Svcs	150,000	10,742	77,011	72,989
Stewart Marchman - ACT	928,336	60,629	671,665	256,671
New Hope Human Svcs Homeless Cert	50,000	0	0	50,000
Health Start Coalition of Flagler & Volusia	207,891	13,015	86,334	121,557
H C R A	800,000	26,284	73,831	726,169
Other Healthcare Costs	<u>575,000</u>	<u>0</u>	<u>0</u>	<u>575,000</u>
Total Healthcare Expenditures	<u>16,077,908</u>	<u>982,746</u>	<u>7,058,601</u>	<u>9,019,307</u>
Other Expenditures				
Advertising	7,000	1,359	8,931	(1,931)
Annual Independent Audit	17,000	0	17,000	0
Building & Office Costs	100,000	0	27,624	72,376
General Accounting	68,100	3,782	35,310	32,790
General Administrative	65,100	4,501	29,650	35,450
Legal Counsel	110,000	4,365	67,187	42,813
City of DeLand Tax Increment District	90,000	0	87,162	2,838
Tax Collector & Appraiser Fee	630,000	70,754	539,969	90,031
Outside Legal Consulting	141,000	12,000	93,000	48,000
TPA Services	620,000	28,316	257,656	362,344
Healthy Communities	72,202	5,466	40,312	31,890
Application Screening				
Application Screening - THND	417,590	33,539	238,239	179,351
Application Screening - RAAO	52,800	4,416	29,568	23,232
Workers Compensation Claims	25,000	0	0	25,000
Other Operating Expenditures	<u>129,000</u>	<u>1,156</u>	<u>10,716</u>	<u>118,284</u>
Total Other Expenditures	<u>2,544,792</u>	<u>169,654</u>	<u>1,482,324</u>	<u>1,062,468</u>
Total Expenditures	<u>18,622,700</u>	<u>1,152,400</u>	<u>8,540,925</u>	<u>10,081,775</u>
Excess (Deficit)	<u>0</u>	<u>(931,455)</u>	<u>8,622,714</u>	<u>(8,622,714)</u>

See Accountants' Compilation Report

West Volusia Hospital Authority
Schedule I - Healthcare Expenditures
Modified Cash Basis
Budget and Actual
For the 1 Month and 8 Months Ended May 31, 2022

	Annual Budget	Current Period Actual	Year To Date Actual	Budget Balance
Healthcare Expenditures				
AdventHealth	1,500,000	197,871	1,037,864	462,136
Halifax Hospital	1,500,000	62,091	1,378,211	121,789
Emergency Room Care	1,000,000	14,596	54,644	945,356
Primary Care	2,500,000	221,528	1,300,075	1,199,925
Pharmacy	900,000	41,514	277,783	622,217
Specialty Care	3,075,000	291,986	1,818,886	1,256,114
County Medicaid Reimbursement	2,359,000	0	0	2,359,000
Florida Dept of Health Dental Svcs	150,000	10,742	77,011	72,989
Good Samaritan				
The House Next Door	100,000	1,923	15,887	84,113
The Neighborhood Center	100,000	10,950	63,950	36,050
TNC Healthcare Navigation Program	50,000	0	6,838	43,162
Rising Against All Odds	116,925	15,150	103,650	13,275
Community Legal Services	100,756	7,867	59,722	41,034
Hispanic Health Initiatives	65,000	6,600	32,250	32,750
Stewart Marchman - ACT				
SMA - Homeless Program	78,336	8,457	39,869	38,467
SMA - Residential Treatment	550,000	52,173	331,796	218,204
SMA - Baker Act - Match	300,000	0	300,000	0
New Hope Human Svcs Homeless Cert	50,000	0	0	50,000
Health Start Coalition of Flagler & Volusia				
HSCFV - Community Health Nurse	50,000	0	0	50,000
HSCFV - Outreach	81,560	6,587	47,366	34,194
HSCFV - Fam Services	76,331	6,428	38,969	37,362
HCRA				
H C R A - In County	400,000	26,284	52,784	347,216
H C R A - Outside County	400,000	0	21,047	378,953
Other Healthcare Costs	575,000	0	0	575,000
Total Healthcare Expenditures	16,077,908	982,747	7,058,602	9,019,306

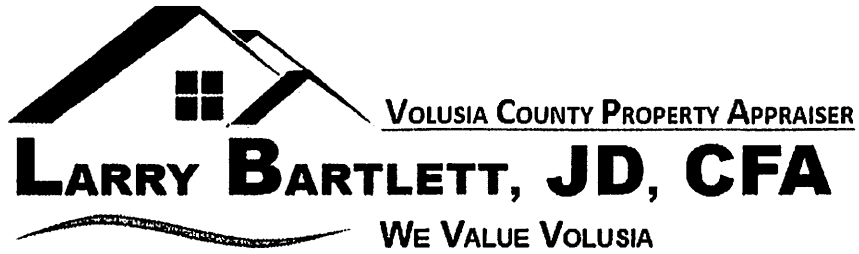
West Volusia Hospital Authority
Schedule II - Statement of Revenue and Expenditures
Modified Cash Basis
For the 1 Month and 8 Months Ended May 31, 2022 and May 31, 2021

	1 Month Ended May 31, 2022	1 Month Ended May 31, 2021	8 Months Ended May 31, 2022	8 Months Ended May 31, 2021
Revenue				
Ad Valorem Taxes	218,397	126,603	17,065,547	16,569,530
Investment Income	2,548	1,685	17,384	33,651
Other Income	0	26,431	80,708	71,095
Total Revenue	<u>220,945</u>	<u>154,719</u>	<u>17,163,639</u>	<u>16,674,276</u>
Healthcare Expenditures				
Hospital Services	259,962	184,491	2,416,075	814,221
Emergency Room Care	14,596	0	54,644	0
Primary Care	221,528	326,114	1,300,075	2,619,412
Pharmacy	41,514	0	277,783	0
Specialty Care	291,986	206,645	1,818,886	1,804,162
County Medicaid Reimbursement	0	0	0	1,465,467
The House Next Door	1,923	2,490	15,887	14,669
The Neighborhood Center	10,950	14,525	70,788	89,055
Rising Against All Odds	15,150	13,250	103,650	147,500
Community Legal Services	7,867	6,660	59,722	32,199
Hispanic Health Initiatives	6,600	0	32,250	0
Florida Dept of Health Dental Svcs	10,742	13,420	77,011	101,448
Stewart Marchman - ACT	60,629	52,644	671,665	605,275
New Hope Human Svcs Homeless Cert	0	0	0	0
Health Start Coalition of Flagler & Volusia	13,015	7,035	86,334	70,815
H C R A	26,284	0	73,831	49,085
Other Healthcare Costs	0	0	0	71,868
Total Healthcare Expenditures	<u>982,746</u>	<u>827,274</u>	<u>7,058,601</u>	<u>7,885,176</u>
Other Expenditures				
Advertising	1,359	299	8,931	2,090
Annual Independent Audit	0	0	17,000	16,700
Building & Office Costs	0	7,027	27,624	14,933
General Accounting	3,782	4,225	35,310	34,009
General Administrative	4,501	5,376	29,650	33,709
Legal Counsel	4,365	6,700	67,187	41,540
City of DeLand Tax Increment District	0	0	87,162	90,172
Tax Collector & Appraiser Fee	70,754	2,528	539,969	478,685
Outside Legal Consulting	12,000	0	93,000	0
TPA Services	28,316	41,237	257,656	418,713
Healthy Communities	5,466	7,651	40,312	40,903
Application Screening				
Application Screening - THND	33,539	32,310	238,239	229,347
Application Screening - RAAO	4,416	2,688	29,568	21,696
Application Screening - SMA	0	0	0	0
Workers Compensation Claims	0	0	0	0
Other Operating Expenditures	1,156	606	10,716	7,681
Total Other Expenditures	<u>169,654</u>	<u>110,647</u>	<u>1,482,324</u>	<u>1,430,178</u>

See Accountants' Compilation Report

West Volusia Hospital Authority
Schedule II - Statement of Revenue and Expenditures
Modified Cash Basis
For the 1 Month and 8 Months Ended May 31, 2022 and May 31, 2021

	1 Month Ended May 31, 2022	1 Month Ended May 31, 2021	8 Months Ended May 31, 2022	8 Months Ended May 31, 2021
Total Expenditures	<u>1,152,400</u>	<u>937,921</u>	<u>8,540,925</u>	<u>9,315,354</u>
Excess (Deficit)	<u>(931,455)</u>	<u>(783,202)</u>	<u>8,622,714</u>	<u>7,358,922</u>



May 24, 2022

West Volusia Hospital Authority
Attention: Eileen Long, Administrator
PO Box 940
DeLand, FL 32721

Re: June 1 Estimate of 2022 Tax Roll Values per F.S. 200.065(8)
Taxing Authority Number(s): 0070

Dear Ms. Long,

Our office has compiled the following estimates of the 2022 taxable value within your jurisdiction. The official Preliminary Tax Roll will be certified to you by the DR420 on or before July 1, 2022.

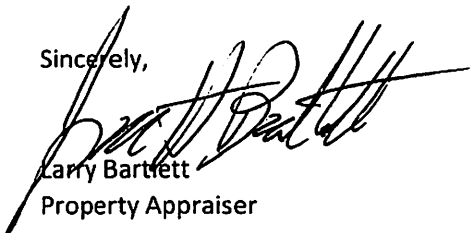
Estimated 2022 Values

Just Value	\$27,317,803,006
Taxable Value	\$14,528,674,584
New Construction	\$328,893,110
Annexations	\$ 0

Annexations: A listing and map of any annexed property will be in a separate correspondence.

Community Redevelopment Areas (CRA): If your taxing authority has CRA's the taxable value will be included in a separate correspondence.

Sincerely,


Larry Bartlett
Property Appraiser

LEGAL UPDATE MEMORANDUM

TO: WVHA Board of Commissioners

DATE: June 7, 2022

FROM: Theodore W. Small, Jr.

RE: West Volusia Hospital Authority – Update for June 16, 2022 Regular Meeting

Summarized below are updates on active legal matters/issues for which some new information has become available since my last legal update. This Memorandum will not reflect updates on matters resolved by a final vote of the Board and thereby already summarized in the May, 2021 Regular Meeting Minutes.

I. Employment Agreement re: Stacy C. Tebo as Administrator

Following her selection as the Board's preferred administrative support proposal during the April Board meeting, counsel prepared and circulated an initial draft of an employment agreement between WVHA and Ms. Stacy Tebo as the new WVHA Administrator. Based upon feedback and further review, counsel circulated a revised version of that employment agreement, which Ms. Tebo has accepted and signed to indicate her approval of its terms.

As always, Board members are encouraged to read the entire agreement before deciding on whether to approve it. Counsel recommends its approval as to form because it incorporates the substantive duties, compensation and 90-day notice right to termination provisions from the selected proposal and additional terms that the Board directed during the April Board meeting. In addition, counsel added other standard employment provisions to address matters such as confidentiality, devotion to employment, preservation of public records, for-cause termination in certain circumstances, severance in certain circumstances, dispute resolution and non-discrimination.

Please also note that the recommended agreement leaves open to further consideration exactly how WVHA will fulfill its commitment to contribute towards Ms. Tebo's retirement until further research and recommendations from WVHA's Accountant and Attorney. At the April Board meeting, the Board committed to contributing whatever is the minimum requirement under State law to the Florida Retirement System (FRS). Ms. Tebo subsequently advised that she is already vested in FRS based on her past participation with the City of Sanford.

II. Accounting Agreement re: James Moore & Co., P.L.

Following its selection as the Board's preferred accounting firm proposal during the April Board meeting, James Moore & Co., P.L. ("JMCo") circulated a working draft of a new retainer agreement. Counsel has preliminarily reviewed that proposed agreement, responded with some suggested changes and anticipates circulating via email a final proposed agreement in the

next few days, which counsel will recommend that the Board approve as to its form.

III. **New Methodology for Calculating the Medicaid Contribution Required from Counties and/or Hospital Districts That “Benefit” from the Medicaid Program—SB 1520/HB 5301 (2013 Florida Legislature) [See new info. in italics and bold] [See new info. in italics and bold] Refer back to Legal Update Memorandum dated 10/12/21 for additional background details.]**

In 2012 the Florida Legislature passed HB-5301 which required counties and/or hospital districts who “benefit” from the Medicaid program to catch up on disputed Medicaid bills dating back to 2001. After much research, discussion and legal and political wrangling, WVHA ultimately resolved to continue its longstanding commitment to reimburse the County of Volusia (the “County”) for the County’s required contribution to the State of Florida Medicaid Program for hospital bill payments on behalf of indigent residents of the West Volusia Tax District. For both the unpaid Medicaid bills dating back to 2001 and future Medicaid bills, the County and WVHA agreed to set aside their disagreement about whether WVHA actually “benefits” from the Medicaid program as do the other hospital districts (Halifax and Southeast Volusia) which receive direct Medicaid payments for services rendered at hospitals which they own and operate. Instead, the ultimate resolution to this dispute was WVHA’s agreement to continue reimbursing the County for a portion of its required contribution to the Medicaid Program as long as the County certified that it had verified that hospital bills apportioned to WVHA concerned healthcare services for persons who were indigent residents of the West Volusia Tax District at the time of service. This agreed-upon Medicaid billing procedure was fully implemented and was the basis for the Board’s approval of all Medicaid payments from 2012-13 through 2020-21 fiscal years.

For the past several years, counsel has agreed with DRT that WVHA should agree with Halifax and Southeast to continue the same contribution percentages for Medicaid Match payments as were jointly agreed for the 2015-16 through 2016-21 transitional years. However, counsel has repeatedly cautioned that the Board review the above summarized background to what was agreed only as a temporary fix and give due consideration that the transitional phase in period will end with State Fiscal Year 2019-20. At that time, all unresolved legal issues will likely need to be resolved between WVHA, the County and all interested parties. If a jointly agreed upon new methodology for a fair and equitable division of Medicaid costs cannot be agreed, WVHA may need to obtain a definitive ruling on whether WVHA actually “benefits” from the Medicaid program to allow the County to allocate it any portion of the Medicaid costs; whether WVHA can legally reimburse for Lake County non-residents who have a West Volusia zip code in spite of the restriction in its Enabling Legislation to only funds costs for “residents” of the Tax District; as well as whether the County is dealing with WVHA fairly in dividing percentages between hospital and nursing home stays by Medicaid enrollees.

• • • •

At its September 23rd 2021 Board Meeting, the Board unanimously adopted Motion 108-2021:
Subject to further negotiations and hoped for development of alternatives that WVHA’s

Accountant and Attorney would recommend that the WVHA Board accept, the WVHA Board hereby notes its objection to what it understands is County staff's proposal (dated 9/22/2021) to change the longstanding methodology for the County's division of Medicaid Match costs between hospital districts such that Halifax would pay approximately a half million dollars less, WVHA would pay a half million dollars more and SEVD would pay approximately \$40,000 more than they would pursuant to the longstanding and mutually agreed methodology for splitting the County's Medicaid Match costs. (The County's own share to cover nursing home costs remains unchanged in the latest proposal.) Preliminarily and subject to further research, WVHA objects to any division by the County Council that does not give a reasonable and ordinary interpretation to the qualification in Chapter 409.915(5) which only authorizes the County Council to divide its Medicaid Match responsibilities to hospital districts which benefit from the Medicaid Program. Until 2020 when WVHA's hospital sale agreement with Advent Health terminated, it was arguable that at least the WVHA indirectly obtained some benefit from the Medicaid Program. But currently WVHA does not have any such basis for the County Council determining that it "benefits from the Medicaid Program." Therefore, any division of the Medicaid Match responsibilities should now fall solely upon the other hospital districts that own and operate hospitals and thereby clearly do benefit from the Medicaid Program through the receipt of millions of dollars in direct payments to reimburse care for patients who are both residents and non-residents of the County of Volusia.

Accordingly, the Board authorizes the Attorney to take all reasonable and necessary steps to obtain outside counsel and legislative expertise to defend WVHA should the County staff recommend, and the County Council adopt this objectionable division of Medicaid Match costs, including subcontracting with outside counsel and experts to handle immediate matters pending the Board's ability to interview and retain counsel at a future Regular or Special Meeting.

At its October 21, 2021 Board Meeting, the Board unanimously approved an engagement letter with Phelps Dunbar LLP for that law firm to represent it concerning Motion 108-2021, specifically authorizing it as follows:

Unless directed otherwise by the Board or the WVHA Attorney, the Authority's engagement of Phelps Dunbar will authorize us to take all appropriate actions to further the Authority's interests in this matter as set forth in Motion 108-2021 and any subsequent Board motions or directives.

At its November 18, 2021 Board Meeting, the Board unanimously approved an engagement letter with Heffley & Associates to perform public affairs monitoring and lobbying on behalf of matters affecting its interest in Florida state government, including assisting in the implementation of Motion 108-2021.

Both Phelps Dunbar and Heffley & Associates are responsible for keeping the Board informed concerning their work on behalf of WVHA. Feel free to contact them directly or me with any specific questions. Counsel will continue monitoring and supervising the performance of both Phelps Dunbar and Heffley & Associates and notify the Board if either of them identifies a need

for Board policy decisions beyond the directions set forth plainly in Motion 108-2021 and within their respective retainer agreements.

As set forth in the latest Phelps Dunbar update from John Mullen, on June 2nd the local trial court judge (Kathryn Weston, J) denied WVHA's motion to dismiss and granted Volusia County's motion for a final "Writ of Mandamus" which would require WVHA to pay \$2,496,810,26 within 35 days of the issuance of a final order, if such order is not appealed. However, Judge Weston's oral ruling made it clear that she anticipated an appeal and directed Volusia County to draft an order which would allow for the entry of a stay pending appeal. WVHA's retainer agreement contemplated this potential negative ruling in the trial court and authorized Phelps Dunbar to pursue this matter through appeal in the Fifth District Court of Appeal and, if necessary, to the Florida Supreme Court unless otherwise directed by WVHA. Phelps Dunbar will continue to bill WVHA on a fixed fee basis of \$55,000.00 for this appellate litigation unless it is settled before completion. The WVHA Board does not need to take any action unless it desires to stop pursuit of its interests as set forth in Motion 108-2021 and the Phelps Dunbar retainer in this matter.

IV. WVHA as Plaintiff in Federal Multidistrict Litigation for National Prescription Opiate Litigation, James Vickaryous, Managing Partner of Vickaryous Law Firm.
[See new info. in italics and bold]

Counsel talked preliminarily with Jim Vickaryous, the Managing Partner of the Vickaryous Law Firm about WVHA retaining his law firm to represent WVHA on a contingency basis and file a lawsuit on behalf of WVHA in the federal multidistrict litigation for national prescription opiate litigation. Attorney Vickaryous plans to present a formal proposal to explain the details, but in a nutshell the proposed representation would offer WVHA a seat at the table among many other governmental and private entities around the nation that are suing pharmaceutical companies. These lawsuits are seeking to recover damages related to the substantial health care and prescription costs that have been paid to treat residents who became addicted to opioids. As of this writing, counsel has not yet received a draft of the proposed retainer agreement or the presentation materials. Attorney Vickaryous has indicated in an introductory call that if desired, WVHA would become one of several Florida based local government clients which his firm would represent. The contingency basis of the representation would provide that the Vickaryous Law Firm would be paid 20% of any net recovery after costs and WVHA would keep the remaining 80%. Attorney Vickaryous believes that it would be important to get WVHA's lawsuit on file as soon as practicable before settlement talks begin and conclude concerning a Tier 1 lawsuit that is scheduled for trial in Ohio during October, 2019. Attorney Vickaryous believes that the defendants in that lawsuit may want to negotiate a global settlement of all pending lawsuits and it would be advantageous for WVHA to have a seat at that table, particularly in light of the substantial annual budget expenses being paid to SMA and for prescriptions that are directly related to the opioid epidemic. Counsel expects to receive and review the details prior to the March meeting and have a recommendation as to the form of the retainer agreement at that time. As an overall matter, the proposal sounds like a potential opportunity for WVHA to recoup substantial taxpayer dollars, but it may take some time before any recovery is obtained. Following the Board's authorization of Chair Craig to sign the proposed contingency

agreement subject to a clarification that the net of any recovery to WVHA only be reduced to reimburse “reasonable” attorney’s fees, Chair Craig has executed the revised agreement and it is being circulated for signatures by all the retained co-counsel. As previously emailed, WVHA’s complaint in the national opioid litigation was initially filed in federal court in the Middle District of Florida on September 10, 2019. On September 26, 2019, that case was transferred to the Northern District of Ohio where it has been consolidated with the thousands of other pending cases in that multidistrict opioid litigation.

As you recall from his last in-person attendance at the October 2021 Board meeting, WVHA’s primary liaison to class representatives in the ongoing multidistrict opioid litigation is Attorney Eric Romano. In a status letter dated 3/24/2022 from Attorney Romano to WVHA (forwarded to Board members in a 3/29/2022 email), he explains that a conflict has arisen which prevents his law firm from continuing to represent WVHA and its hospital district clients without being in conflict with their also continuing to represent cities and counties. Attorney Romano and his law group desire to continue representation of the counties and cities, which makes financial sense because they are likely to obtain a recovery from those entities under the current terms of the negotiated settlements.

In that letter, Attorney Romano sets forth four (4) options for WVHA, including an option to dismiss its complaint entirely and forego any opportunity to benefit from current or future settlements of these cases or allow new class action counsel to take over this representation and remain involved in the overall litigation.

In considering the option to transfer WVHA’s case to new class counsel, consider that WVHA can reconfigure its legal team and pursue a more aggressive posture (along with Halifax) vis-a-vis the State and County, but right now it appears that Halifax and other districts that actually operate hospitals are more likely to receive actual money from this new approach than WVHA which doesn’t own a hospital. Recall that settlements have already been provisionally reached between class counsel and some defendants including, Purdue and Mallinckrodt PLC. But, based on counsel’s understanding of how these settlement negotiations have been concluded thus far, essentially all of the settlement proceeds are being directed towards states, counties and cities to decide in their discretion how to distribute the settlement proceeds for funding opioid addiction prevention and treatment programming. As Attorney Romano explains in his letter, the State of Florida and County of Volusia have not been returning his repeated calls, emails and letters to engage them in any discussion about directing a portion of the proceeds that they would receive to hospitals or hospital districts. It is impossible to know for sure, but counsel doesn’t see much chance that any direct settlement funds will drip down to hospital districts even with new class counsel that is representing only hospitals and hospital districts.

Ultimately, this is a business decision for the Board to decide, but the likelihood of recovery seems much lower than it did in 2019 when WVHA could reasonably hope that hospital districts would be treated the same as any other claimant in the settlement process. On the other hand, going forward will likely require both legal and administrative support into help any new counsel prove that WVHA is entitled to recover damages based upon the millions in funding it provided to SMA and the hospitals for opioid addiction related services. With other more pressing litigation and administrative matters pending, holding open this possibility for a

recovery should be carefully weighed against the need to concentrate limited resources on these other pending matters.

Pursuant to the Board's decision at the April meeting to direct that class counsel, Eric Romano, Esq. et al., dismiss WVHA's lawsuit against all of the opioid defendants, class counsel filed a Notice of Dismissal of those claims on May 9, 2022. Counsel had already notified the Florida Office of the Attorney General that WVHA consented to waive personal service of its newly filed action for a declaratory judgment that would result in a declaration that WVHA and other hospital districts must release those claims and allow the State to settle these opioid cases on behalf of all of its subdivisions ("State Declaratory Judgment Action") Counsel then shared a copy of the Notice of Dismissal with the Office of Attorney General and requested to know what else would be required before the State would agree to dismiss WVHA from the State Declaratory Judgment Action.

The Office of Attorney General responded that it would be willing to file an amended complaint dismissing WVHA entirely if WVHA is willing to sign-on as a "Participating Subdivision" in all of the settlement agreements that the State of Florida has reached with opioid defendants.

Prior to being conflicted out of representing WVHA any further, Attorney Romano and his team had recommended against WVHA signing onto these settlement agreements because they only provide for direct allocation of settlement funds to the State, counties and cities and did not provide any direct distributions to hospital districts. As explained in April, the State was not willing to negotiate these terms and thus a conflict was created between Attorney Romano's representation of its city and county clients and its continued representation of WVHA.

Now that WVHA has voted as a matter of policy that it no longer wants to litigate over its potential right to receive direct payments from any the opioid defendants, the rationale for WVHA objecting to the settlement agreements is less pressing than its interest in extricating itself from the legal costs and expense of litigation in the State Declaratory Judgment Action or any ancillary litigation that may derive from its now dismissed claims. To implement the Board's previously decided policy of removing itself entirely from this opioid litigation and focusing on other priorities, the Board would need to authorize Chair Coen to sign-on as a Participating Subdivision in the lawsuits in which the State of Florida has reached settlement agreements with opioid defendants. By its terms, WVHA will not be entitled to receive any direct allocation of settlement funds (unlike the City of DeLand, County of Volusia and other cities and counties which will receive direct allocations). However, as a Participating Subdivision, at least WVHA will have a right to be considered for any drippings from the settlement table (albeit only a remote possibility of such drippings) unlike non-participants. More importantly, WVHA will eliminate the distraction of litigating on a second front for what it has always considered an illusory recovery possibility while it concentrates its litigation resources on eliminating 2.5-3 million dollars per year in Medicaid Match assessments.

V. General Compliance with the Sunshine Law [*See new info. in italics and bold*]

The Government in the Sunshine Law, section 286.011, Florida Statutes, provides in pertinent part:

'All meetings of any board or commission . . . of any agency or authority of any county, municipal corporation, or political subdivision . . . at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting.'

It is impossible to summarize all relevant points of the Sunshine Law, but please note that courts uniformly interpret this provision as prohibiting two or more members of the same board or commission from talking about or discussing any matter on which foreseeable action will be taken by the public board or commission. (If your conversation with another board member concerns personal or business matters unrelated to the Authority, the Sunshine Law does not apply)

Please note that the Sunshine Law DOES apply to “off-the record” chats during meetings or during breaks, written correspondence, telephone conversations and e-mails exchanges between two or more board members if such communication concerns matters likely to come before the Board; provided however, it is permissible for one board member to send correspondence to the rest of the board outside of a public meeting as long as this correspondence does not result in replies or other back and forth exchanges until a public meeting is convened for such discussion and also the correspondence is made available to interested members of the public.

The Sunshine Law also prohibits nonmembers (staff, lawyers, accountants, and members of the public) from serving as liaisons between Board members concerning matters likely to come before the Board.

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

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