

**West Volusia Hospital Authority  
BOARD OF COMMISSIONERS REGULAR MEETING  
September 22, 2022**

**To commence upon the Conclusion of the Final Budget Hearing  
DeLand Police Department Community Room  
219 W. Howry Avenue, DELAND, FL**

**AGENDA**

1. Call to Order
2. Pledge of Allegiance Followed by a Moment of Silence
3. Approval of Proposed Agenda
4. Consent Agenda
  - A. Approval of Minutes Regular Meeting August 18, 2022
  - B. Approval of Minutes Tentative Budget Hearing September 8, 2022
5. Citizens Comments
6. Reporting Agenda
  - A. EBMS August Report – Written Submission
  - B. WVHA miCare Clinics DeLand/Deltona August Report – Written Submission
  - C. The House Next Door (THND) August HealthCard Report – Written Submission
  - D. New Hope Human Services – Final Contractual Utilization Report – Written Submission
7. Discussion Items
  - A. RFP Response and Proposed Engagement Letter from Powell and Jones for Auditing Services
  - B. SMA AHCA LIP Match Letter of Agreement
  - C. Funding Agreements for 2022-23:
    1. Community Legal Services, Inc. Medical-Legal Partnership Program
    2. Healthy Communities – Kidcare Outreach
    3. Hispanic Health Initiatives, Inc.'s Taking Care of My Health
    4. Rising Against All Odds, Inc. - HIV/AIDS Outreach and Case Management
    5. Rising Against All Odds, Inc. - Health Card Enrollment & Retention Services
    6. SMA Healthcare - Baker Act Match
    7. SMA Healthcare - Homeless Program
    8. SMA Healthcare - Level II Residential Treatment
    9. The Healthy Start - Access to Healthcare Services
    10. The Healthy Start - Family Services Coordinator—Deltona
    11. The House Next Door - Therapeutic/Mental Health Services
    12. The House Next Door - HealthCard Program - Eligibility Determination Services
    13. The Neighborhood Center of West Volusia - Access to Care
    14. Volusia County Health Department - Florida Department of Health (Dental Care)
  - D. Request from Hispanic Health Initiative for FY 2021-2022 Funding Increase
  - E. Budget and Payment Options Regarding Reclassification of Hospital/Emergency/Specialist Claims
  - F. Scanning Services Project Update for Records Stored at DRT
  - G. Email Server Update
8. Finance Report
  - A. August Financials
9. Legal Update
10. Adjournment

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

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

DeLand City Hall  
120 S. Florida Avenue, DeLand, FL  
5:00 P.M.  
August 18, 2022

**Those in Attendance:**

Commissioner Voloria Manning  
Commissioner Roger Accardi  
Commissioner Jennifer Coen  
Commissioner Donna Pepin – arrived at 5:06 p.m.  
Commissioner Judy Craig – arrived at 5:10 p.m.

**CAC Present:**

Jacquie Lewis  
Ella Ran

**Others Present:**

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

**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 078 – 2022** Commissioner Manning motioned to approve the agenda as presented. Commissioner Accardi seconded the motion. The motion passed by a 3-0-2 vote.

**Consent Agenda**

**Approval of Minutes –Budget Workshop July 21, 2022**  
**Approval of Minutes –Regular Meeting July 21, 2022**

**Motion 079 – 2022** Commissioner Accardi motioned to approve the Consent Agenda. Commissioner Manning seconded the motion. The motion passed by a 3-0-2 vote.

**Citizen Comments**

There were none.

**Reporting Agenda**

**EBMS July Report – Written Submission**  
**WVHA miCare Clinic DeLand/Deltona July Report – Written Submission**  
**miCare DeLand/Deltona Quarter 2 Report – Written Submission**  
**The House Next Door (THND) July HealthCard Report – Written Submission**

There were no questions on the reports; they were received and made part of the record.

## **Contractual Annual Utilization Reports to the WVHA Board of Commissioners**

### **Hispanic Health Initiative, Peter Willems, Executive Director**

Mr. Willems provided the report and noted that their clients decide where to meet. He added that HHI does visit clients at their homes.

### **Community Legal Services of Mid-Florida, Lisa Garren, Paralegal Advocate**

Ms. Garren provided her report, answered questions, and informed everyone of an upcoming event in October for various legal services. She noted that they have other programs for people that do not have a WVHA card.

### **Citizen Comments**

CAC Member Jacquie Lewis commented on legal needs that she has seen in the community.

### **Discussion Items**

#### **LIP Funding for SMA Healthcare (Eric Horst email dated 7/27/2022 attached)**

Mr. Horst explained that SMA partners with the Board in order for SMA to receive Low Income Pool (LIP) funding from the Agency for Healthcare Administration (AHCA). He added that AHCA requires a Letter of Agreement each year, and that it should arrive in mid-September for the Board's consideration.

**Motion 080 – 2022** Commissioner Craig motioned that the WVHA express its commitment to continue to partner with SMA, so that it can again secure LIP funding from AHCA. Commissioner Manning seconded the motion. The motion passed unanimously.

#### **WVHA Business Cards – Quality Quickprint**

There was discussion regarding phone numbers on the card. There was agreement to identify “WVHA” in front of (386) 626-4870 and use the word “Phone” next to each person's contact number.

**Motion 081 – 2022** Commissioner Accardi motioned to approve the purchase of 500 business cards for each person with the changes discussed. Commissioner Craig seconded the motion. The motion passed by unanimously.

Roll call:

Commissioner Accardi	Yes
Commissioner Pepin	Yes
Commissioner Manning	Yes

Chair Coen	Yes
Commissioner Craig	Yes

### **New Email Server at mxroute.com**

There was discussion about Bluehost temporarily storing the emails beginning 7/1/22, after the contract with DRT ended 6/30/22. Ms. Tebo stated that previously, DRT stored the WVHA's emails on its own server. Chair Coen expressed concern that the WVHA would have to change Bluehost webmail.

**Motion 082 – 2022** Commissioner Pepin motioned to approve the new email server at mxroute.com. Commissioner Accardi seconded the motion. The motion passed by a 4-1 vote.

Roll call:

Commissioner Accardi	Yes
Commissioner Pepin	Yes
Commissioner Manning	Yes
Chair Coen	No
Commissioner Craig	Yes

### **MCCi Scanning Project for Records Stored at DRT**

There was extended discussion regarding the records and consensus that the topic required further thought and deliberation. There was general agreement to discuss the project at the next regular meeting and secure quotes from two other companies. It was suggested an individual meeting might be needed to fully consider the project.

Ms. Tebo noted that the WVHA had not adopted a purchasing policy, and Chair Coen requested that one be presented to the Board at the next regular meeting.

**Motion 083 – 2022** Commissioner Craig moved to approve scheduling a special meeting at 4 PM on October 20<sup>th</sup> to address the scanning project, provided the Chambers would be available. Commissioner Manning seconded the motion. The motion passed by a 4-1 vote.

Commissioner Accardi	No
Commissioner Pepin	Yes
Commissioner Manning	Yes
Chair Coen	Yes
Commissioner Craig	Yes

### **Review Proposed Budget 2022-2023 2022-2023 CAC Ranking Recommendation**

Chair Coen noted that the CAC's full ranking sheet was not included in the packet, and only one CAC member's sheet was included.



Commissioner Accardi voiced his desire to increase the advertising budget and make an effort to reach more potential WVHA card holders in the southern end of the district.

It was noted that separate line items should be added for outside counsel and legislative advice.

Chair Coen advised everyone that Healthy Start had pulled their application for its Community Health Nurse program and should be deleted from the budget.

There was consensus to remove Option D from the working budget.

### **Proposed Agreed Order Resolving County of Volusia's Motion to Require Supersedeas Bond**

Mr. Small explained that Attorney John Mullen had recommended the proposed order; that the bank account option was preferable to securing a bond; and that he was in agreement with the recommendation.

**Motion 084 – 2022** Commissioner Craig moved to approve the proposed order. Commissioner Accardi seconded the motion. The motion passed unanimously.

### **Resolution 2022-04 – Authorizing the Opening of a New Qualified Public Depository Bank Account at Ameris Bank of Florida**

Mr. Small noted that the resolution was very similar to the resolution adopted the prior month for the payroll account; that the Ameris documents were the same as those presented in the July meeting; that there would be no electronic transfers with this account; and that he recommended Board approval.

**Motion 085 – 2022** Commissioner Pepin moved to approve both Resolution 2022-04 and Ameris Bank's resolution included in their paperwork to open the account. Commissioner Accardi seconded the motion. The motion passed unanimously.

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

### **Concerns Regarding Prior WVHA Card Holders – Commissioner Manning**

Commissioner Manning voiced concern that some prior WVHA card holders believed that the WVHA no longer had a clinic in the community.

Gail Hallmon, Chief Operating Officer of the House Next Door, addressed the Board and stated that some confusion might have resulted from eligibility changes through the ACA. She added that more people had become eligible through the exchange, and that would make them ineligible for the WVHA card. She said she would look into the concerns.

**Finance Report**  
**June and July Financials**

Mr. Webb briefly outlined the financials for June and July. He recommended the Board approve the expenditures totaling \$851,257.61.

Commissioner Manning said she would like to see details on which bank the funds are in relative to the financial statements.

**Motion 086 - 2022** Commissioner Craig motioned to authorize and warrant the payment of the bills outlined in the check register presented by Webb Shephard of James Moore totaling \$851,257.61. Commissioner Pepin seconded the motion. The motion passed unanimously.

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

**Legal Update**

Mr. Small stated that Volusia County had just sent a letter regarding Medicaid to the three hospital authorities in the county noting the payment they expected for the upcoming fiscal year.

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

Adjournment

Jennifer Coen, Chair

**WEST VOLUSIA HOSPITAL AUTHORITY**  
**Board of Commissioners Tentative Budget Hearing**  
**DeLand City Hall, Commission Chambers**  
**120 S. Florida Avenue, DeLand, FL**  
**September 8, 2022**  
**5:05 p.m.**

**Those in Attendance:**

Commissioner Voloria Manning  
Commissioner Judy Craig (arrived at 5:20 p.m.)  
Commissioner Jennifer Coen  
Commissioner Donna Pepin

**Absent:**

Commissioner Roger Accardi

**CAC Present:**

Jacquie Lewis

**Others Present:**

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

**Call to Order**

Chair Coen called the meeting to order and confirmed that a quorum was established with three Commissioners present. The meeting took place at DeLand City Hall, Commission Chambers, located at 120 S. Florida Avenue, DeLand, FL and commenced at 5:07 p.m., DeLand, Florida, having been legally noticed on the TRIM Notice mailed by the Volusia County Property Appraiser.

**Millage proposal**

Chair Coen noted that the final millage rate could not be higher than what is decided at the tentative hearing. Mr. Small added that the preliminary rate was already below the rolled-back rate of 1.2645.

Chair announced that the floor was open to public comment.

CAC Member Lewis voiced concern regarding the future of the WVHA due to local county candidate comments.

Mr. Small noted that the WVHA is a creature of State Law, and only the Legislature could abolish it.

Chair Coen asked Ms. Tebo to read an email submitted by Tanner Andrews into the record.

Chair Coen asked for Commissioner discussion.

Commissioner Manning asked about emergency room expenditures. Mr. Shephard answered that he believed that those expenditures had been understated in the July financials, and hospital expenditures were overstated. He added that EBMS was currently performing a reconciliation of all expenses since October, and he expected it to be done in the next day.

There was Board consensus to choose Option B and adopt the millage rate of 1.0816 as its tentative millage rate.

Mr. Small read into the record the Public Announcement of the West Volusia Hospital Authority 2022-2023 Tentative Millage.

**Resolution 2022 – 005** Attorney Small read into the record Resolution of the West Volusia Hospital Authority to adopt the 2022-2023 Tentative Millage of 1.0816, which represents a 14.3% decrease below the rolled-back rate.

**Motion 087 – 2022** Commissioner Craig motioned to adopt Resolution 2022-005. Commissioner Pepin seconded the motion.

Roll Call:

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

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

### **Discussion of Tentative Budget**

Chair Coen asked the audience if there was any public comment. There was none, so she asked the Board if there was any discussion regarding the proposed budget for FY 2022-2023.

Commissioner Manning asked why The House Next Door increased its funding request by approximately \$30,000 over the previous year.

Gail Hallmon, Chief Operating Officer, explained that they increased salaries to be competitive in the job market, as Target and McDonalds are paying \$15 per hour. She added that salaries were increased July 1<sup>st</sup>.

There was consensus that a total budget of \$15,945,000 was acceptable.

**Resolution 2022 – 006** Attorney Small read into the record the Resolution of the West Volusia Hospital Authority to Adopt the 2022-2023 Tentative Budget of \$15,945,000.

**Motion 088 – 2022** Commissioner Craig motioned to adopt Resolution 2022-006 as read by Mr. Small. Commissioner Pepin seconded the motion.

Roll Call:

Commissioner Manning	Yes
Commissioner Coen	Yes
Commissioner Craig	Yes
Chair Coen	Yes
Commissioner Accardi	Absent

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

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

**Resolution 2022 - 007** Attorney Small read into the record the Resolution of the West Volusia Hospital Authority to formally set the date of public hearing to make a final decision on the budget and taxes on Thursday, September 22, 2022 to be held at The DeLand Police Department Community Room located at 219 W. Howry Avenue, DeLand FL, and commencing at 5:05 p.m.

**Motion 089 – 2022** Commissioner Craig motioned to adopt Resolution 2022-007. Commissioner Manning seconded the motion.

Roll Call:

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

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

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

Adjournment,

Jennifer Coen, Chair



EBMS

September 22, 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.....12

Cost of Minor Current Month & YTD.....14

Summary of Claims Paid by Location.....26

Paid Amount by PCP Encounters Current Month & YTD.....28

Claims paid by Month .....31



# Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

8/1/2022 to 8/31/2022

Benefit Plan: All

Location:

All

TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	7106		Charges	\$4,543,377	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$4,027,819	Addl Info Not Provided	\$45,726	1.01%
Medical	\$502,229	\$397	Allowed	\$515,558	Duplicate Charges	\$58,448	1.29%
Professional	\$195,224	\$154	less Member	\$10,599	Not Medically...	\$46,248	1.02%
Facility	\$307,005	\$243	less Adjustments	\$2,729	Plan Limitations	\$1,506,992	33.17%
PBM	\$0	\$0	Paid Benefit	\$502,229	Cost Savings	\$2,369,505	52.15%
<b>Total Plan Paid:</b>	<b>\$502,229</b>	<b>\$397</b>	plus Admin Costs	\$79,625	UCR Reductions	\$51	0.00%
			<b>Total Plan Paid:</b>	<b>\$581,854</b>	Other	\$850	0.02%
					<b>Total:</b>	<b>\$4,027,819</b>	<b>88.65%</b>

Census										
Census Date:	Male	Female	Total	Male	Female	Male	Female	Total	Total	Total
8/31/2022	Emp	Emp	Employees	Spouse	Spouse	Dep	Dep	Medical	Dental	Vision
0 to 19	19	21	40	0	0	0	0	40	0	0
20 to 25	24	28	52	0	0	0	0	52	0	0
26 to 29	29	34	63	0	0	0	0	63	0	0
30 to 39	97	90	187	0	0	0	0	187	0	0
40 to 49	122	155	277	0	0	0	0	277	0	0
50 to 59	162	228	390	0	0	0	0	390	0	0
60 to 64	76	107	183	0	0	0	0	183	0	0
65 and Older	25	48	73	0	0	0	0	73	0	0
<b>Totals</b>	<b>554</b>	<b>711</b>	<b>1265</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1265</b>	<b>0</b>	<b>0</b>
<b>Average Age</b>	<b>46.48</b>	<b>48.54</b>	<b>47.64</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>47.64</b>	<b>0.00</b>	<b>0.00</b>

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 8/31/2022	Employee	Spouse	Dependent
Adventhealth Fish	106	\$114,898	0 to 19	\$314	\$0	\$0
Medical Center Of Deltona	15	\$70,875	20 to 25	\$16,996	\$0	\$0
Halifax Hospital Medical	9	\$54,308	26 to 29	\$12,955	\$0	\$0
Adventhealth Deland	56	\$52,666	30 to 39	\$27,889	\$0	\$0
Adventhealthl Fish	7	\$26,781	40 to 49	\$86,097	\$0	\$0
Quest Diagnostics Tampa	326	\$20,512	50 to 59	\$202,412	\$0	\$0
Florida Cancer Specialists	61	\$16,908	60 to 64	\$137,043	\$0	\$0
6 Radiology Associates	109	\$10,036	65 and Older	\$18,522	\$0	\$0
Deland Dialysis	53	\$9,272	<b>Totals</b>	<b>\$502,229</b>	<b>\$0</b>	<b>\$0</b>
Orange City Surgery	17	\$8,419				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
October 21	\$563,096	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
November 21	\$466,194	Medical	\$18,911	45	\$850,995
December 21	\$596,894	RX	\$0	585	\$0
January 22	\$741,009	<b>Total:</b>			<b>\$850,995</b>
February 22	\$695,072				
March 22	\$585,388				
April 22	\$749,550				
May 22	\$566,392				
June 22	\$576,451				
July 22	\$292,470				
August 22	\$502,229				
<b>Total:</b>	<b>\$6,334,746</b>				





# Executive Summary for 00532

Client:

West Volusia Hospital Authority

Department: All

Paid Dates:

8/1/2022 to 8/31/2022

Benefit Plan: All

Location:

All

TIN: All

Benefit Analysis								
Benefit Category	Line Counts	Charges	Disallowed	Allowed	Member	Adjustments	Plan Paid	% of Total
ALLERGY CARE	1	\$610	\$398	\$212	\$0	\$0	\$212	0.04%
ANESTHESIA	44	\$73,478	\$66,403	\$7,076	\$0	\$0	\$7,076	1.41%
CHIROPRACTIC	22	\$1,611	\$1,233	\$377	\$30	\$0	\$347	0.07%
COVID-19	38	\$6,907	\$6,526	\$381	\$0	\$0	\$381	0.08%
DIALYSIS	82	\$849,141	\$837,295	\$11,846	\$0	\$0	\$11,846	2.36%
DME/APPLIANCE	3	\$3,135	\$3,135	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	539	\$728,302	\$670,239	\$58,062	\$3,200	\$0	\$54,862	10.92%
HOME HEALTH CARE	2	\$539	\$539	\$0	\$0	\$0	\$0	0.00%
INELIGIBLE	280	\$132,460	\$132,460	\$0	\$0	\$0	\$0	0.00%
INPATIENT PHYS	314	\$91,852	\$81,974	\$9,878	\$0	\$0	\$9,878	1.97%
IP HOSP CHARGES	58	\$1,201,322	\$1,036,717	\$164,605	\$850	\$0	\$163,755	32.61%
MEDICAL MISC	17	\$1,473	\$1,029	\$444	\$49	\$0	\$394	0.08%
OFFICE VISIT	808	\$111,633	\$76,397	\$35,236	\$3,180	\$0	\$32,056	6.38%
OP PHYSICIAN	187	\$142,437	\$130,258	\$12,179	\$112	\$0	\$12,067	2.40%
OTHER	278	\$0	\$0	\$0	\$0	\$2,729	-\$2,729	-0.54%
OUTPAT HOSP	15	\$79,999	\$60,878	\$19,121	\$50	\$0	\$19,071	3.80%
PSYCHIATRIC	104	\$122,300	\$108,231	\$14,068	\$435	\$0	\$13,633	2.71%
RADIATION /CHEMO	62	\$37,165	\$25,105	\$12,060	\$14	\$0	\$12,046	2.40%
SLEEP DISORDER	22	\$1,793	\$1,793	\$0	\$0	\$0	\$0	0.00%
SUBS ABUSE	2	\$22,553	\$22,553	\$0	\$0	\$0	\$0	0.00%
SURG FACILITY	28	\$270,372	\$235,570	\$34,803	\$525	\$0	\$34,278	6.83%
SURGERY	149	\$27,138	\$22,279	\$4,859	\$0	\$0	\$4,859	0.97%
SURGERY IP	20	\$14,438	\$8,378	\$6,060	\$0	\$0	\$6,060	1.21%
SURGERY OP	79	\$83,454	\$43,793	\$39,662	\$0	\$0	\$39,662	7.90%
THERAPY	191	\$20,385	\$15,285	\$5,099	\$410	\$0	\$4,689	0.93%
URGENT CARE	14	\$3,197	\$2,965	\$232	\$75	\$0	\$157	0.03%
VISION	1	\$180	\$180	\$0	\$0	\$0	\$0	0.00%
WELLNESS	1217	\$78,618	\$61,563	\$17,055	\$0	\$0	\$17,055	3.40%
XRAY/ LAB	2881	\$436,884	\$374,642	\$62,241	\$1,669	\$0	\$60,573	12.06%
<b>Totals:</b>	<b>7458</b>	<b>\$4,543,377</b>	<b>\$4,027,819</b>	<b>\$515,558</b>	<b>\$10,599</b>	<b>\$2,729</b>	<b>\$502,229</b>	



# Executive Summary for 00532

Client: West Volusia Hospital Authority  
 Paid Dates: 10/1/2021 to 8/31/2022  
 Location: All

Department: All  
 Benefit Plan: All  
 TIN: All

Plan Experience Summary			Cash Flow Summary		Disallowed Charges by Category		
Claim Counts	89652		Charges	\$70,909,997	Disallowed Category	Amount	% of Gross
Claim Type	Total Paid	Per EE/Mo	less Disallowed	\$64,427,395	Addl Info Not Provided	\$1,660,365	2.34%
Medical	\$6,334,746	\$455	Allowed	\$6,482,602	Duplicate Charges	\$11,092,089	15.64%
Professional	\$2,509,068	\$180	less Member	\$137,133	Not Medically...	\$59,051	0.08%
Facility	\$3,825,678	\$275	less Adjustments	\$10,724	Plan Limitations	\$22,646,349	31.94%
PBM	\$0	\$0	Paid Benefit	\$6,334,746	Cost Savings	\$29,018,833	40.92%
<b>Total Plan Paid:</b>	<b>\$6,334,746</b>	<b>\$455</b>	plus Admin Costs	\$911,229	UCR Reductions	\$3,138	0.00%
			<b>Total Plan Paid:</b>	<b>\$7,245,974</b>	Other	-\$52,430	-0.07%
					<b>Total:</b>	<b>\$64,427,395</b>	<b>90.86%</b>

Census										
Census Date:	Male	Female	Total	Male	Female	Male	Female	Total	Total	Total
8/31/2022	Emp	Emp	Employees	Spouse	Spouse	Dep	Dep	Medical	Dental	Vision
0 to 19	19	21	40	0	0	0	0	40	0	0
20 to 25	24	28	52	0	0	0	0	52	0	0
26 to 29	29	34	63	0	0	0	0	63	0	0
30 to 39	97	90	187	0	0	0	0	187	0	0
40 to 49	122	155	277	0	0	0	0	277	0	0
50 to 59	162	228	390	0	0	0	0	390	0	0
60 to 64	76	107	183	0	0	0	0	183	0	0
65 and Older	25	48	73	0	0	0	0	73	0	0
<b>Totals</b>	<b>554</b>	<b>711</b>	<b>1265</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1265</b>	<b>0</b>	<b>0</b>
<b>Average Age</b>	<b>46.48</b>	<b>48.54</b>	<b>47.64</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>47.64</b>	<b>0.00</b>	<b>0.00</b>

Top Paid			Plan Payment by Age & Claimant Type			
Name	Claim Count	Paid	Census Date: 8/31/2022	Employee	Spouse	Dependent
Medical Center Of Deltona	410	\$1,334,003	0 to 19	\$7,453	\$0	\$0
Adventhealth Fish	720	\$829,919	20 to 25	\$136,254	\$0	\$0
Adventhealth Deland	653	\$758,453	26 to 29	\$116,851	\$0	\$0
Halifax Hospital Medical	155	\$616,372	30 to 39	\$647,204	\$0	\$0
Florida Cancer Specialists	857	\$373,028	40 to 49	\$1,247,510	\$0	\$0
Quest Diagnostics Tampa	4894	\$316,360	50 to 59	\$2,282,384	\$0	\$0
6 Radiology Associates	1375	\$159,427	60 to 64	\$1,160,328	\$0	\$0
Orange City Surgery	211	\$111,088	65 and Older	\$736,764	\$0	\$0
Orange City Surgery	196	\$102,109	<b>Totals</b>	<b>\$6,334,746</b>	<b>\$0</b>	<b>\$0</b>
Gastroenterology Of	689	\$79,593				

Claims Paid by Month		Average Lag & Average Spend (rolling 12 months)			
		Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
October 21	\$563,096	Medical	\$18,911	45	\$850,995
November 21	\$466,194	RX	\$0	585	\$0
December 21	\$596,894	<b>Total:</b>			<b>\$850,995</b>
January 22	\$741,009				
February 22	\$695,072				
March 22	\$585,388				
April 22	\$749,550				
May 22	\$566,392				
June 22	\$576,451				
July 22	\$292,470				
August 22	\$502,229				
<b>Total:</b>	<b>\$6,334,746</b>				



# Executive Summary for 00532

Client: West Volusia Hospital Authority  
 Paid Dates: 10/1/2021 to 8/31/2022  
 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	21	\$11,913	\$7,966	\$3,947	\$110	\$0	\$3,837	0.06%
AMBULANCE	27	\$186,489	\$186,489	\$0	\$0	\$0	\$0	0.00%
ANESTHESIA	491	\$822,304	\$728,666	\$93,638	\$0	\$0	\$93,638	1.48%
CHIROPRACTIC	338	\$15,630	\$9,481	\$6,149	\$1,020	\$0	\$5,129	0.08%
COVID-19	582	\$68,189	\$62,251	\$5,938	\$0	\$0	\$5,938	0.09%
DIALYSIS	1057	\$18,696,410	\$18,580,219	\$116,191	\$0	\$0	\$116,191	1.83%
DME/APPLIANCE	65	\$52,242	\$52,242	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	4758	\$9,718,194	\$8,478,569	\$1,239,624	\$33,197	\$0	\$1,206,427	19.04%
HOME HEALTH CARE	3	\$569	\$569	\$0	\$0	\$0	\$0	0.00%
HOSPICE CARE	1	\$24,730	\$24,730	\$0	\$0	\$0	\$0	0.00%
INELIGIBLE	3831	\$3,044,215	\$3,044,108	\$107	\$0	\$0	\$107	0.00%
INPATIENT PHYS	2163	\$496,788	\$402,094	\$94,695	\$0	\$0	\$94,695	1.49%
IP HOSP CHARGES	752	\$10,915,397	\$9,450,543	\$1,464,854	\$10,475	\$0	\$1,454,379	22.96%
MATERNITY	21	\$32,550	\$32,406	\$144	\$0	\$0	\$144	0.00%
MEDICAL MISC	423	\$131,266	\$102,576	\$28,689	\$1,289	\$0	\$27,400	0.43%
OFFICE VISIT	10336	\$1,229,471	\$773,521	\$455,949	\$37,619	\$0	\$418,330	6.60%
OP PHYSICIAN	2380	\$6,832,428	\$6,710,737	\$121,691	\$1,575	\$0	\$120,117	1.90%
OTHER	2714	\$19,404	\$19,164	\$240	\$0	\$10,724	-\$10,484	-0.17%
OUTPAT HOSP	240	\$4,451,033	\$4,355,150	\$95,883	\$1,849	\$0	\$94,035	1.48%
PSYCHIATRIC	1430	\$434,232	\$290,773	\$143,459	\$6,650	\$0	\$136,809	2.16%
RADIATION /CHEMO	711	\$883,076	\$606,317	\$276,759	\$215	\$0	\$276,543	4.37%
REHAB	1	\$27,019	\$27,019	\$0	\$0	\$0	\$0	0.00%
SLEEP DISORDER	79	\$7,226	\$7,226	\$0	\$0	\$0	\$0	0.00%
SUBS ABUSE	13	\$99,553	\$79,411	\$20,142	\$0	\$0	\$20,142	0.32%
SURG FACILITY	423	\$4,971,319	\$4,030,192	\$941,127	\$7,125	\$0	\$934,002	14.74%
SURGERY	1952	\$254,532	\$215,143	\$39,390	\$0	\$0	\$39,390	0.62%
SURGERY IP	179	\$329,759	\$281,453	\$48,306	\$0	\$0	\$48,306	0.76%
SURGERY OP	1069	\$1,523,463	\$1,186,745	\$336,718	\$13	\$0	\$336,705	5.32%
THERAPY	3005	\$309,654	\$211,628	\$98,026	\$8,205	\$0	\$89,820	1.42%
URGENT CARE	33	\$7,724	\$6,783	\$942	\$225	\$0	\$717	0.01%
VISION	31	\$1,628	\$1,628	\$0	\$0	\$0	\$0	0.00%
WELLNESS	16455	\$810,175	\$658,193	\$151,982	\$6	\$0	\$151,976	2.40%
XRAY/ LAB	36183	\$4,501,415	\$3,803,402	\$698,013	\$27,559	\$0	\$670,454	10.58%
<b>Totals:</b>	<b>91767</b>	<b>\$70,909,997</b>	<b>\$64,427,395</b>	<b>\$6,482,602</b>	<b>\$137,133</b>	<b>\$10,724</b>	<b>\$6,334,746</b>	



## PCORI Membership Count

Block of Business ID: EBMSI  
Client ID: 00532

Eligibility Date: : 1/1/2022 to 8/31/2022

Month-Year	Employee Count	Dependent Count	Total Member
00532-West Volusia Hospital Authority			
1/1/2022	1340	0	1340
2/1/2022	1324	0	1324
3/1/2022	1337	0	1337
4/1/2022	1338	0	1338
5/1/2022	1344	0	1344
6/1/2022	1358	0	1358
7/1/2022	1364	0	1364
8/1/2022	1353	0	1353
<b>Total Member Days</b>			
1,344.75			



## Enrollment Counts by Postal Code

Block of Business ID:  
Client ID:

EBMSI  
00532

As Of Date: 8/31/2022

Postal Code	Employee Count	Dependent Count	Total Count
32105	1	0	1
32130	52	0	52
32180	79	0	79
32190	23	0	23
32713	37	0	37
32720	321	0	321
32721	1	0	1
32724	219	0	219
32725	213	0	213
32738	189	0	189
32744	17	0	17
32763	91	0	91
32764	8	0	8
32774	2	0	2
<b>Total</b>	1253	0	1253



## Tier Census by Product 8/1/2022

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	1255	553	702	0	0	0	0	1255
		Subtotal for Active:	1255	553	702	0	0	0	0	1255
		Total for Medical:	1255	553	702	0	0	0	0	1255

Requested by: ReportScheduler from p316 data [P316]

Generated at: 05:40:28 on 01 August 2022

Jv-1.28.5.0

Yes



## Tier Census by Product 8/15/2022

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	557	706	0	0	0	0	1263
		Subtotal for Active:	1263	557	706	0	0	0	0	1263
		<b>Total for Medical:</b>	1263	557	706	0	0	0	0	1263

Requested by: ReportScheduler from p316 data [P316]

Generated at: 01:30:05 on 15 August 2022

Jv-1.28.5.0

Yes



# Benefit Analysis Summary

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
ALLERGY CARE	1	610.00	0.00	397.84	212.16	0.00	0.00	212.16	0.04%
ANESTHESIA	44	73,478.30	30,648.70	35,753.85	7,075.75	0.00	0.00	7,075.75	1.41%
CHIROPRACTIC	22	1,610.74	792.64	440.85	377.25	30.00	0.00	347.25	0.07%
COVID-19	38	6,907.00	3,469.10	3,056.80	381.10	0.00	0.00	381.10	0.08%
DIALYSIS	82	849,140.75	624,364.80	212,929.95	11,846.00	0.00	0.00	11,846.00	2.36%
DME/APPLIANCE	3	3,135.00	3,135.00	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM...	539	728,301.59	222,276.19	447,963.18	58,062.22	3,200.00	0.00	54,862.22	10.92%
HOME HEALTH CARE	2	539.18	539.18	0.00	0.00	0.00	0.00	0.00	0.00%
INELIGIBLE	280	132,459.54	132,459.54	0.00	0.00	0.00	0.00	0.00	0.00%
INPATIENT PHYS	314	91,852.00	68,204.00	13,770.08	9,877.92	0.00	0.00	9,877.92	1.97%
IP HOSP CHARGES	58	1,201,322.27	319,621.60	717,095.26	164,605.41	850.00	0.00	163,755.41	32.61%
MEDICAL MISC	17	1,472.82	68.82	960.34	443.66	49.22	0.00	394.44	0.08%
OFFICE VISIT	808	111,633.39	27,562.58	48,834.38	35,236.43	3,180.00	0.00	32,056.43	6.38%
OP PHYSICIAN	187	142,437.22	54,914.80	75,343.41	12,179.01	111.65	0.00	12,067.36	2.40%
OTHER	298	0.00	0.00	0.00	0.00	0.00	2,729.41	-2,729.41	-0.54%
OUTPAT HOSP	15	79,998.67	11,551.07	49,326.52	19,121.08	50.00	0.00	19,071.08	3.80%
PSYCHIATRIC	104	122,299.61	657.76	107,573.53	14,068.32	435.00	0.00	13,633.32	2.71%
RADIATION /CHEMO	62	37,165.00	0.00	25,104.84	12,060.16	14.38	0.00	12,045.78	2.40%
SLEEP DISORDER	22	1,793.43	1,793.43	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	2	22,552.87	0.00	22,552.87	0.00	0.00	0.00	0.00	0.00%
SURG FACILITY	28	270,372.42	56,060.94	179,508.64	34,802.84	525.00	0.00	34,277.84	6.83%
SURGERY	149	27,138.14	0.00	22,279.11	4,859.03	0.00	0.00	4,859.03	0.97%
SURGERY IP	20	14,438.46	5,146.00	3,232.30	6,060.16	0.00	0.00	6,060.16	1.21%
SURGERY OP	79	83,454.41	-35,475.50	79,268.37	39,661.54	0.00	0.00	39,661.54	7.90%
THERAPY	191	20,384.60	7,527.56	7,757.83	5,099.21	410.00	0.00	4,689.21	0.93%
URGENT CARE	14	3,197.00	2,540.00	425.22	231.78	75.00	0.00	156.78	0.03%
VISION	1	180.00	180.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	1217	78,618.28	5,407.00	56,156.18	17,055.10	0.00	0.00	17,055.10	3.40%
XRAY/ LAB	2881	436,883.87	114,737.84	259,904.59	62,241.44	1,668.74	0.00	60,572.70	12.06%
<b>Totals for 00532</b>	<b>7478</b>	<b>4,543,376.56</b>	<b>1,658,183.05</b>	<b>2,369,635.94</b>	<b>515,557.57</b>	<b>10,598.99</b>	<b>2,729.41</b>	<b>502,229.17</b>	





# Benefit Analysis Summary

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia Hospital Authority									
ALLERGY CARE	21	11,913.00	800.00	7,165.90	3,947.10	110.00	0.00	3,837.10	0.06%
AMBULANCE	27	186,488.60	186,488.60	0.00	0.00	0.00	0.00	0.00	0.00%
ANESTHESIA	491	822,304.21	227,330.58	501,335.77	93,637.86	0.00	0.00	93,637.86	1.48%
CHIROPRACTIC	338	15,629.88	3,628.78	5,852.36	6,148.74	1,020.00	0.00	5,128.74	0.08%
COVID-19	582	68,189.44	42,989.74	19,261.55	5,938.15	0.00	0.00	5,938.15	0.09%
DIALYSIS	1057	18,696,410.15	15,693,031.70	2,887,187.71	116,190.74	0.00	0.00	116,190.74	1.83%
DME/APPLIANCE	65	52,242.40	52,242.40	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM...	4758	9,718,193.52	1,622,830.24	6,855,738.86	1,239,624.42	33,196.98	0.00	1,206,427.44	19.04%
HOME HEALTH CARE	3	569.18	539.18	29.96	0.04	0.00	0.00	0.04	0.00%
HOSPICE CARE	1	24,730.05	24,730.05	0.00	0.00	0.00	0.00	0.00	0.00%
INELIGIBLE	3831	3,044,214.74	3,044,106.01	1.57	107.16	0.00	0.00	107.16	0.00%
INPATIENT PHYS	2163	496,788.16	280,204.26	121,889.33	94,694.57	0.00	0.00	94,694.57	1.49%
IP HOSP CHARGES	752	10,915,397.46	2,770,969.20	6,679,574.26	1,464,854.00	10,475.00	0.00	1,454,379.00	22.96%
MATERNITY	21	32,550.00	31,950.00	456.28	143.72	0.00	0.00	143.72	0.00%
MEDICAL MISC	423	131,265.73	18,211.73	84,364.76	28,689.24	1,289.29	0.00	27,399.95	0.43%
OFFICE VISIT	10336	1,229,470.55	77,427.13	696,094.10	455,949.32	37,619.06	0.00	418,330.26	6.60%
OP PHYSICIAN	2380	6,832,427.95	5,502,990.82	1,207,745.80	121,691.33	1,574.71	0.00	120,116.62	1.90%
OTHER	2903	19,404.00	18,804.00	360.00	240.00	0.00	10,723.54	-10,483.54	-0.17%
OUTPAT HOSP	240	4,451,033.01	3,664,507.56	690,642.12	95,883.33	1,848.80	0.00	94,034.53	1.48%
PSYCHIATRIC	1430	434,232.21	40,339.87	250,433.04	143,459.30	6,650.00	0.00	136,809.30	2.16%
RADIATION /CHEMO	711	883,076.01	73,594.43	532,723.02	276,758.56	215.29	0.00	276,543.27	4.37%
REHAB	1	27,018.96	27,018.96	0.00	0.00	0.00	0.00	0.00	0.00%
SLEEP DISORDER	79	7,225.72	7,225.72	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	13	99,552.70	9,403.42	70,007.53	20,141.75	0.00	0.00	20,141.75	0.32%
SURG FACILITY	423	4,971,318.55	369,243.08	3,660,948.95	941,126.52	7,125.00	0.00	934,001.52	14.74%
SURGERY	1952	254,532.27	11,174.00	203,968.75	39,389.52	0.00	0.00	39,389.52	0.62%
SURGERY IP	179	329,758.65	134,977.93	146,474.57	48,306.15	0.00	0.00	48,306.15	0.76%
SURGERY OP	1069	1,523,463.18	175,770.36	1,010,974.90	336,717.92	13.09	0.00	336,704.83	5.32%
THERAPY	3005	309,653.90	76,085.85	135,542.45	98,025.60	8,205.23	0.00	89,820.37	1.42%
URGENT CARE	33	7,724.44	4,784.44	1,998.29	941.71	225.00	0.00	716.71	0.01%
VISION	31	1,628.00	1,628.00	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	16455	810,174.74	16,148.71	642,044.26	151,981.77	5.64	0.00	151,976.13	2.40%
XRAY/ LAB	36183	4,501,415.37	901,713.97	2,901,688.05	698,013.35	27,559.44	0.00	670,453.91	10.58%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 08:28:09 on 01 September 2022



## Benefit Analysis Summary

Block of Business ID: EBMSI  
Client ID: 00532  
Paid Date: 10/1/2021 to 8/31/2022

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
Totals for 00532	91956	70,909,996.73	35,112,890.72	29,314,504.14	6,482,601.87	137,132.53	10,723.54	6,334,745.80	



## Cost of Major

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

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	09	Diseases of Circulatory System	57	95	72,370.14	14.41%
00532	West Volusia Hospital Authority	13	Diseases of the Musculoskeletal System & Connective Tissue	84	134	56,451.12	11.24%
00532	West Volusia Hospital Authority	22	Codes for Special Purposes	4	6	54,541.03	10.86%
00532	West Volusia Hospital Authority	02	Neoplasms	33	66	53,844.00	10.72%
00532	West Volusia Hospital Authority	21	Factors Influencing Health Status and Contact with Health Services	118	142	43,198.67	8.60%
00532	West Volusia Hospital Authority	18	Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere...	132	189	39,877.25	7.94%
00532	West Volusia Hospital Authority	14	Diseases of the Genitourinary System	47	78	36,941.97	7.36%
00532	West Volusia Hospital Authority	11	Diseases of the Digestive System	67	102	29,336.54	5.84%
00532	West Volusia Hospital Authority	19	Injury, Poisoning and Certain Other Consequences of External Causes	25	49	20,129.73	4.01%
00532	West Volusia Hospital Authority	10	Diseases of the Respiratory System	30	64	18,531.99	3.69%
00532	West Volusia Hospital Authority	04	Endocrine, nutritional and metabolic diseases	105	125	17,040.20	3.39%
00532	West Volusia Hospital Authority	05	Mental, Behavioral and Neurodevelopmental disorders	71	99	16,292.24	3.24%
00532	West Volusia Hospital Authority	12	Diseases of the skin & subcutaneous tissue	21	33	13,775.35	2.74%
00532	West Volusia Hospital Authority	03	Diseases of the blood and blood-forming organs & disorders involving the...	28	44	12,926.47	2.57%
00532	West Volusia Hospital Authority	07	Diseases of the eye & adnexa	19	23	7,074.22	1.41%
00532	West Volusia Hospital Authority	06	Diseases of the nervous system	17	23	4,798.59	0.96%
00532	West Volusia Hospital Authority	01	Certain infectious and parasitic disease	19	30	3,971.03	0.79%
00532	West Volusia Hospital Authority	08	Diseases of the ear & mastoid process	5	6	578.39	0.12%
00532	West Volusia Hospital Authority	15	Pregnancy, childbirth and the puerperium	4	5	550.24	0.11%
				886	1313	502,229.17	100.00%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:42:05 on 01 September 2022

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	505	2457	948,206.76	14.97%
00532	West Volusia Hospital Authority	11	Diseases of the Digestive System	365	1334	759,207.75	11.98%
00532	West Volusia Hospital Authority	02	Neoplasms	207	859	610,572.43	9.64%
00532	West Volusia Hospital Authority	09	Diseases of Circulatory System	347	1041	564,983.48	8.92%
00532	West Volusia Hospital Authority	14	Diseases of the Genitourinary System	344	1205	559,347.96	8.83%
00532	West Volusia Hospital Authority	18	Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere...	756	2683	556,064.18	8.78%
00532	West Volusia Hospital Authority	21	Factors Influencing Health Status and Contact with Health Services	987	2181	400,873.44	6.33%
00532	West Volusia Hospital Authority	19	Injury, Poisoning and Certain Other Consequences of External Causes	174	495	320,064.04	5.05%
00532	West Volusia Hospital Authority	01	Certain infectious and parasitic disease	163	404	293,519.82	4.63%
00532	West Volusia Hospital Authority	04	Endocrine, nutritional and metabolic diseases	615	1660	292,595.83	4.62%
00532	West Volusia Hospital Authority	05	Mental, Behavioral and Neurodevelopmental disorders	248	1272	224,479.90	3.54%
00532	West Volusia Hospital Authority	10	Diseases of the Respiratory System	199	644	218,685.91	3.45%
00532	West Volusia Hospital Authority	22	Codes for Special Purposes	48	155	186,485.14	2.94%
00532	West Volusia Hospital Authority	06	Diseases of the nervous system	163	378	113,661.42	1.79%
00532	West Volusia Hospital Authority	03	Diseases of the blood and blood-forming organs & disorders involving the...	122	529	99,518.57	1.57%
00532	West Volusia Hospital Authority	12	Diseases of the skin & subcutaneous tissue	134	313	97,282.47	1.54%
00532	West Volusia Hospital Authority	07	Diseases of the eye & adnexa	112	235	57,900.41	0.91%
00532	West Volusia Hospital Authority	15	Pregnancy, childbirth and the puerperium	24	132	17,119.23	0.27%
00532	West Volusia Hospital Authority	08	Diseases of the ear & mastoid process	30	60	8,476.76	0.13%
00532	West Volusia Hospital Authority	17	Congenital malformations, deformations and chromosomal abnormalities	3	4	5,642.75	0.09%
00532	West Volusia Hospital Authority	16	Certain conditions originating in the perinatal period	1	1	57.55	0.00%
				5547	18042	6,334,745.80	100.00%



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

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	22.1	Emergency Use 2019-nCoV acute respiratory disease	4	6	54,541.03	10.86%
00532	West Volusia Hospital Authority	09.06	Other forms of heart disease	22	40	39,625.98	7.89%
00532	West Volusia Hospital Authority	13.09	Spondylopathies	13	18	32,275.39	6.43%
00532	West Volusia Hospital Authority	02.14	Malignant neoplasms of ill-defined, other secondary and unspecified sites	1	2	28,062.55	5.59%
00532	West Volusia Hospital Authority	09.04	Ischemic heart diseases	11	15	18,860.91	3.76%
00532	West Volusia Hospital Authority	21.01	Persons encountering health services for examinations	90	99	18,816.37	3.75%
00532	West Volusia Hospital Authority	14.03	Acute kidney failure and chronic kidney disease	16	41	17,496.05	3.48%
00532	West Volusia Hospital Authority	18.01	Symptoms and signs involving the circulatory and respiratory systems	29	45	17,247.78	3.43%
00532	West Volusia Hospital Authority	02.08	Malignant neoplasms of breast	7	26	14,714.27	2.93%
00532	West Volusia Hospital Authority	05.04	Mood [affective] disorders	47	66	12,383.52	2.47%
00532	West Volusia Hospital Authority	11.06	Other diseases of intestines	20	27	11,509.01	2.29%
00532	West Volusia Hospital Authority	09.07	Cerebrovascular diseases	4	5	10,757.58	2.14%
00532	West Volusia Hospital Authority	04.02	Diabetes mellitus	64	77	10,447.79	2.08%
00532	West Volusia Hospital Authority	14.07	Diseases of male genital organs	7	9	10,397.36	2.07%
00532	West Volusia Hospital Authority	21.08	Persons encountering health services in circumstances related to reproduction	7	10	9,403.06	1.87%
00532	West Volusia Hospital Authority	18.02	Symptoms and signs involving the digestive system and abdomen	37	44	9,329.17	1.86%
00532	West Volusia Hospital Authority	10.05	Chronic lower respiratory diseases	13	22	9,238.87	1.84%
00532	West Volusia Hospital Authority	21.09	Encounters for other specific health care	5	5	8,790.82	1.75%
00532	West Volusia Hospital Authority	11.02	Diseases of esophagus, stomach and duodenum	24	41	8,744.14	1.74%
00532	West Volusia Hospital Authority	03.04	Coagulation defects, purpura and other hemorrhagic conditions	7	11	8,245.31	1.64%
00532	West Volusia Hospital Authority	19.18	Poisoning by, adverse effects of and underdosing of drugs, medicaments and...	1	4	7,762.98	1.55%
00532	West Volusia Hospital Authority	14.10	Noninflammatory disorders of female genital tract	10	11	6,748.15	1.34%
00532	West Volusia Hospital Authority	12.01	Infections of the skin and subcutaneous tissue	5	8	6,526.72	1.30%
00532	West Volusia Hospital Authority	13.13	Other soft tissue disorders	18	30	6,131.47	1.22%
00532	West Volusia Hospital Authority	13.14	Disorders of bone density and structure	3	3	5,931.44	1.18%
00532	West Volusia Hospital Authority	12.09	Other disorders of the skin and subcutaneous tissue	7	12	5,580.92	1.11%
00532	West Volusia Hospital Authority	04.09	Metabolic disorders	27	32	5,069.10	1.01%
00532	West Volusia Hospital Authority	10.11	Other diseases of the respiratory system	4	24	5,049.32	1.01%
00532	West Volusia Hospital Authority	19.21	Certain early complications of trauma	1	1	5,037.49	1.00%
00532	West Volusia Hospital Authority	11.05	Noninfective enteritis and colitis	5	8	4,648.03	0.93%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:42:48 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

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	13.05	Other joint disorders	24	32	4,548.00	0.91%
00532	West Volusia Hospital Authority	02.19	Benign neoplasms, except benign neuroendocrine tumors	15	18	4,457.81	0.89%
00532	West Volusia Hospital Authority	18.08	General symptoms and signs	17	22	3,794.72	0.76%
00532	West Volusia Hospital Authority	13.10	Other dorsopathies	17	27	3,679.17	0.73%
00532	West Volusia Hospital Authority	21.07	Persons with potential health hazards related to communicable diseases	16	18	3,591.77	0.72%
00532	West Volusia Hospital Authority	06.06	Episodic and paroxysmal disorders	10	12	3,178.15	0.63%
00532	West Volusia Hospital Authority	07.04	Disorders of lens	7	9	3,163.03	0.63%
00532	West Volusia Hospital Authority	19.02	Injuries to the neck	2	4	2,957.24	0.59%
00532	West Volusia Hospital Authority	18.12	Abnormal findings on diagnostic imaging and in function studies, without...	14	19	2,912.11	0.58%
00532	West Volusia Hospital Authority	07.06	Glaucoma	6	8	2,888.21	0.58%
00532	West Volusia Hospital Authority	21.15	Persons with potential health hazards related to family and personal history...	8	9	2,585.17	0.51%
00532	West Volusia Hospital Authority	02.03	Malignant neoplasms of respiratory and intrathoracic organs	2	6	2,375.59	0.47%
00532	West Volusia Hospital Authority	01.16	Mycoses	7	14	2,279.47	0.45%
00532	West Volusia Hospital Authority	03.01	Nutritional anemias	10	16	2,196.66	0.44%
00532	West Volusia Hospital Authority	18.06	Symptoms and signs involving cognition, perception, emotional state and...	10	14	2,169.90	0.43%
00532	West Volusia Hospital Authority	19.09	Injuries to the knee and lower leg	4	17	2,080.87	0.41%
00532	West Volusia Hospital Authority	05.05	Anxiety, dissociative, stress-related, somatoform and other nonpsychotic...	17	19	1,924.28	0.38%
00532	West Volusia Hospital Authority	13.04	Osteoarthritis	9	9	1,794.49	0.36%
00532	West Volusia Hospital Authority	03.05	Other disorders of blood and blood-forming organs	6	8	1,743.75	0.35%
00532	West Volusia Hospital Authority	18.11	Abnormal findings on examination of other body fluids, substances and...	9	12	1,636.23	0.33%
00532	West Volusia Hospital Authority	09.03	Hypertensive diseases	19	21	1,609.45	0.32%
00532	West Volusia Hospital Authority	13.03	Inflammatory polyarthropathies	6	8	1,596.03	0.32%
00532	West Volusia Hospital Authority	10.04	Other diseases of upper respiratory tract	8	10	1,582.59	0.32%
00532	West Volusia Hospital Authority	02.05	Melanoma and other malignant neoplasms of skin	3	5	1,550.21	0.31%
00532	West Volusia Hospital Authority	10.02	Influenza and pneumonia	3	3	1,293.87	0.26%
00532	West Volusia Hospital Authority	02.18	In situ neoplasms	1	2	1,267.73	0.25%
00532	West Volusia Hospital Authority	05.02	Mental and behavioral disorders due to psychoactive substance use	2	5	1,213.99	0.24%
00532	West Volusia Hospital Authority	02.20	Neoplasms of uncertain behavior, polycythemia vera and myelodysplastic...	3	4	1,140.83	0.23%
00532	West Volusia Hospital Authority	11.08	Diseases of liver	11	11	1,069.13	0.21%
00532	West Volusia Hospital Authority	18.09	Abnormal findings on examination of blood, without diagnosis	11	11	1,013.34	0.20%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:42:48 on 01 September 2022

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

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	11.09	Disorders of gallbladder, biliary tract and pancreas	3	6	986.55	0.20%
00532	West Volusia Hospital Authority	18.03	Symptoms and signs involving the skin and subcutaneous tissue	6	6	958.95	0.19%
00532	West Volusia Hospital Authority	04.01	Disorders of thyroid gland	9	10	921.07	0.18%
00532	West Volusia Hospital Authority	06.11	Other disorders of the nervous system	3	7	918.14	0.18%
00532	West Volusia Hospital Authority	11.10	Other diseases of the digestive system	2	2	916.05	0.18%
00532	West Volusia Hospital Authority	14.08	Disorders of breast	5	6	876.53	0.17%
00532	West Volusia Hospital Authority	01.13	Viral hepatitis	6	10	875.93	0.17%
00532	West Volusia Hospital Authority	12.07	Disorders of skin appendages	6	6	835.74	0.17%
00532	West Volusia Hospital Authority	12.03	Dermatitis and eczema	4	7	831.97	0.17%
00532	West Volusia Hospital Authority	14.06	Other diseases of the urinary system	4	4	776.21	0.15%
00532	West Volusia Hospital Authority	11.04	Hernia	4	4	759.62	0.15%
00532	West Volusia Hospital Authority	03.03	Aplastic and other anemias and other bone marrow failure syndromes	7	9	740.75	0.15%
00532	West Volusia Hospital Authority	10.01	Acute upper respiratory infections	1	1	715.05	0.14%
00532	West Volusia Hospital Authority	11.01	Diseases of oral cavity and salivary glands	2	3	704.01	0.14%
00532	West Volusia Hospital Authority	19.05	Injuries to the shoulder and upper arm	1	2	596.75	0.12%
00532	West Volusia Hospital Authority	09.05	Pulmonary heart disease and diseases of pulmonary circulation	3	5	501.39	0.10%
00532	West Volusia Hospital Authority	18.05	Symptoms and signs involving the genitourinary system	11	12	500.92	0.10%
00532	West Volusia Hospital Authority	09.09	Diseases of veins, lymphatic vessels and lymph nodes, not elsewhere classified	4	4	486.27	0.10%
00532	West Volusia Hospital Authority	05.01	Mental disorders due to known physiological conditions	1	4	472.68	0.09%
00532	West Volusia Hospital Authority	06.05	Demyelinating diseases of the central nervous system	1	1	397.31	0.08%
00532	West Volusia Hospital Authority	15.05	Maternal care related to the fetus and amniotic cavity and possible delivery...	3	3	372.18	0.07%
00532	West Volusia Hospital Authority	10.03	Other acute lower respiratory infections	1	1	363.73	0.07%
00532	West Volusia Hospital Authority	01.14	Human immunodeficiency virus [HIV] disease	3	3	353.91	0.07%
00532	West Volusia Hospital Authority	07.07	Disorders of vitreous body and globe	1	1	346.70	0.07%
00532	West Volusia Hospital Authority	19.03	Injuries to the thorax	2	2	334.26	0.07%
00532	West Volusia Hospital Authority	19.07	Injuries to the wrist, hand and fingers	3	3	315.58	0.06%
00532	West Volusia Hospital Authority	09.08	Diseases of arteries, arterioles and capillaries	3	3	311.98	0.06%
00532	West Volusia Hospital Authority	01.04	Other bacterial diseases	1	1	302.13	0.06%
00532	West Volusia Hospital Authority	10.07	Other respiratory diseases principally affecting the interstitium	2	3	288.56	0.06%
00532	West Volusia Hospital Authority	19.22	Complications of surgical and medical care, not elsewhere classified	3	7	275.98	0.05%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:42:48 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 8/1/2022 to 8/31/2022

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	08.02	Diseases of middle ear and mastoid	1	1	259.12	0.05%
00532	West Volusia Hospital Authority	14.04	Urolithiasis	3	3	253.96	0.05%
00532	West Volusia Hospital Authority	07.02	Disorders of conjunctiva	2	2	233.27	0.05%
00532	West Volusia Hospital Authority	19.01	Injuries to the head	2	2	231.15	0.05%
00532	West Volusia Hospital Authority	07.08	Disorders of optic nerve and visual pathways	1	1	230.15	0.05%
00532	West Volusia Hospital Authority	04.07	Other nutritional deficiencies	4	4	225.36	0.04%
00532	West Volusia Hospital Authority	09.02	Chronic rheumatic heart diseases	2	2	216.58	0.04%
00532	West Volusia Hospital Authority	14.05	Other disorders of kidney and ureter	2	2	215.89	0.04%
00532	West Volusia Hospital Authority	04.10	Postprocedural endocrine and metabolic complications and disorders, not...	1	1	213.45	0.04%
00532	West Volusia Hospital Authority	06.04	Other degenerative diseases of the nervous system	2	2	197.54	0.04%
00532	West Volusia Hospital Authority	19.19	Toxic effects of substances chiefly nonmedicinal as to source	1	2	184.58	0.04%
00532	West Volusia Hospital Authority	18.10	Abnormal findings on examination of urine, without diagnosis	3	3	180.62	0.04%
00532	West Volusia Hospital Authority	08.04	Other disorders of ear	4	4	179.42	0.04%
00532	West Volusia Hospital Authority	13.08	Deforming dorsopathies	3	3	179.34	0.04%
00532	West Volusia Hospital Authority	15.04	Other maternal disorders predominantly related to pregnancy	1	2	178.06	0.04%
00532	West Volusia Hospital Authority	19.10	Injuries to the ankle and foot	2	2	174.34	0.03%
00532	West Volusia Hospital Authority	04.04	Disorders of other endocrine glands	1	1	163.43	0.03%
00532	West Volusia Hospital Authority	07.09	Disorders of ocular muscles, binocular movement, accommodation and...	1	1	160.60	0.03%
00532	West Volusia Hospital Authority	02.10	Malignant neoplasms of male genital organs	1	2	157.04	0.03%
00532	West Volusia Hospital Authority	08.01	Diseases of external ear	1	1	139.85	0.03%
00532	West Volusia Hospital Authority	18.04	Symptoms and signs involving the nervous and musculoskeletal systems	1	1	133.51	0.03%
00532	West Volusia Hospital Authority	13.07	Systemic connective tissue disorders	2	2	122.14	0.02%
00532	West Volusia Hospital Authority	05.03	Schizophrenia, schizotypal, delusional, and other non-mood psychotic disorders	2	2	118.82	0.02%
00532	West Volusia Hospital Authority	02.02	Malignant neoplasms of digestive organs	1	1	117.97	0.02%
00532	West Volusia Hospital Authority	06.08	Polyneuropathies and other disorders of the peripheral nervous system	1	1	107.45	0.02%
00532	West Volusia Hospital Authority	01.15	Other viral diseases	1	1	107.33	0.02%
00532	West Volusia Hospital Authority	19.13	Effects of foreign body entering through natural orifice	1	1	106.10	0.02%
00532	West Volusia Hospital Authority	05.06	Behavioral syndromes associated with physiological disturbances and...	1	1	103.77	0.02%
00532	West Volusia Hospital Authority	13.12	Disorders of synovium and tendon	1	1	98.77	0.02%
00532	West Volusia Hospital Authority	14.09	Inflammatory diseases of female pelvic organs	1	1	95.44	0.02%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:42:48 on 01 September 2022





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Client ID: 00532  
Paid Date: 8/1/2022 to 8/31/2022

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	13.11	Disorders of muscles	1	1	94.88	0.02%
00532	West Volusia Hospital Authority	14.02	Renal tubulo-interstitial diseases	1	1	82.38	0.02%
00532	West Volusia Hospital Authority	05.11	Unspecified mental disorder	1	2	75.18	0.01%
00532	West Volusia Hospital Authority	19.06	Injuries to the elbow and forearm	1	1	63.78	0.01%
00532	West Volusia Hospital Authority	01.11	Viral infections characterized by skin and mucous membrane lesions	1	1	52.26	0.02%
00532	West Volusia Hospital Authority	21.16	Weeks of Gestation	1	1	11.48	0.00%
00532	West Volusia Hospital Authority	19.20	Other and unspecified effects of external causes	1	1	8.63	0.00%
				949	1313	502,229.17	100.00%



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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ClientId	Client Name	CategoryId	Category Description	Unique Patients	Claim Count	Paid Amount	Percent of Total
00532	West Volusia Hospital Authority	13.09	Spondylopathies	114	359	284,561.10	4.49%
00532	West Volusia Hospital Authority	01.04	Other bacterial diseases	40	97	253,945.21	4.01%
00532	West Volusia Hospital Authority	11.02	Diseases of esophagus, stomach and duodenum	158	486	217,708.18	3.44%
00532	West Volusia Hospital Authority	02.08	Malignant neoplasms of breast	16	217	215,665.04	3.40%
00532	West Volusia Hospital Authority	21.01	Persons encountering health services for examinations	878	1564	206,465.80	3.26%
00532	West Volusia Hospital Authority	18.02	Symptoms and signs involving the digestive system and abdomen	276	776	202,495.66	3.20%
00532	West Volusia Hospital Authority	11.06	Other diseases of intestines	133	339	193,647.52	3.06%
00532	West Volusia Hospital Authority	04.02	Diabetes mellitus	282	947	193,576.16	3.06%
00532	West Volusia Hospital Authority	14.03	Acute kidney failure and chronic kidney disease	81	498	193,339.37	3.05%
00532	West Volusia Hospital Authority	22.1	Emergency Use 2019-nCoV acute respiratory disease	48	154	186,468.39	2.94%
00532	West Volusia Hospital Authority	13.10	Other dorsopathies	202	635	166,571.70	2.63%
00532	West Volusia Hospital Authority	09.04	Ischemic heart diseases	73	141	152,711.93	2.41%
00532	West Volusia Hospital Authority	18.01	Symptoms and signs involving the circulatory and respiratory systems	274	610	137,718.51	2.17%
00532	West Volusia Hospital Authority	13.04	Osteoarthritis	102	262	125,910.08	1.99%
00532	West Volusia Hospital Authority	05.04	Mood [affective] disorders	138	766	120,755.11	1.91%
00532	West Volusia Hospital Authority	02.19	Benign neoplasms, except benign neuroendocrine tumors	138	251	118,797.11	1.88%
00532	West Volusia Hospital Authority	09.03	Hypertensive diseases	183	340	115,175.55	1.82%
00532	West Volusia Hospital Authority	13.08	Deforming dorsopathies	30	112	115,035.58	1.82%
00532	West Volusia Hospital Authority	14.10	Noninflammatory disorders of female genital tract	99	221	106,910.42	1.69%
00532	West Volusia Hospital Authority	09.08	Diseases of arteries, arterioles and capillaries	33	105	104,745.34	1.65%
00532	West Volusia Hospital Authority	11.09	Disorders of gallbladder, biliary tract and pancreas	33	91	98,785.65	1.56%
00532	West Volusia Hospital Authority	10.05	Chronic lower respiratory diseases	104	322	89,846.05	1.42%
00532	West Volusia Hospital Authority	09.06	Other forms of heart disease	104	216	86,397.55	1.36%
00532	West Volusia Hospital Authority	18.08	General symptoms and signs	166	334	76,998.20	1.22%
00532	West Volusia Hospital Authority	11.08	Diseases of liver	82	183	74,098.90	1.17%
00532	West Volusia Hospital Authority	04.09	Metabolic disorders	272	446	71,972.48	1.14%
00532	West Volusia Hospital Authority	21.15	Persons with potential health hazards related to family and personal history...	152	223	70,013.45	1.11%
00532	West Volusia Hospital Authority	11.05	Noninfective enteritis and colitis	33	98	66,446.29	1.05%
00532	West Volusia Hospital Authority	21.09	Encounters for other specific health care	51	89	66,043.23	1.04%
00532	West Volusia Hospital Authority	19.09	Injuries to the knee and lower leg	35	107	63,669.11	1.01%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:46:25 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	11.04	Hernia	26	58	63,530.33	1.00%
00532	West Volusia Hospital Authority	13.05	Other joint disorders	171	477	62,291.40	0.98%
00532	West Volusia Hospital Authority	14.04	Urolithiasis	29	78	62,198.83	0.98%
00532	West Volusia Hospital Authority	14.06	Other diseases of the urinary system	56	95	58,452.36	0.92%
00532	West Volusia Hospital Authority	13.13	Other soft tissue disorders	156	342	58,148.71	0.92%
00532	West Volusia Hospital Authority	14.02	Renal tubulo-interstitial diseases	16	48	57,464.15	0.91%
00532	West Volusia Hospital Authority	02.03	Malignant neoplasms of respiratory and intrathoracic organs	3	74	54,492.26	0.86%
00532	West Volusia Hospital Authority	02.10	Malignant neoplasms of male genital organs	4	44	53,250.62	0.84%
00532	West Volusia Hospital Authority	12.01	Infections of the skin and subcutaneous tissue	40	117	52,494.34	0.83%
00532	West Volusia Hospital Authority	19.08	Injuries to the hip and thigh	11	35	48,400.03	0.76%
00532	West Volusia Hospital Authority	19.22	Complications of surgical and medical care, not elsewhere classified	18	51	46,026.16	0.73%
00532	West Volusia Hospital Authority	02.17	Malignant neoplasms of lymphoid, hematopoietic and related tissue	4	40	45,513.36	0.72%
00532	West Volusia Hospital Authority	06.11	Other disorders of the nervous system	50	109	43,411.53	0.69%
00532	West Volusia Hospital Authority	06.06	Episodic and paroxysmal disorders	87	179	43,042.93	0.68%
00532	West Volusia Hospital Authority	05.02	Mental and behavioral disorders due to psychoactive substance use	42	86	42,983.62	0.68%
00532	West Volusia Hospital Authority	09.07	Cerebrovascular diseases	34	93	42,026.18	0.66%
00532	West Volusia Hospital Authority	03.01	Nutritional anemias	45	235	41,771.53	0.66%
00532	West Volusia Hospital Authority	18.12	Abnormal findings on diagnostic imaging and in function studies, without...	168	266	41,056.90	0.65%
00532	West Volusia Hospital Authority	13.14	Disorders of bone density and structure	22	38	40,674.28	0.64%
00532	West Volusia Hospital Authority	13.01	Infectious arthropathies	2	14	40,161.62	0.63%
00532	West Volusia Hospital Authority	10.04	Other diseases of upper respiratory tract	46	87	40,121.61	0.63%
00532	West Volusia Hospital Authority	02.14	Malignant neoplasms of ill-defined, other secondary and unspecified sites	5	21	38,590.75	0.61%
00532	West Volusia Hospital Authority	05.05	Anxiety, dissociative, stress-related, somatoform and other nonpsychotic...	68	296	37,918.36	0.60%
00532	West Volusia Hospital Authority	10.02	Influenza and pneumonia	27	45	35,427.28	0.56%
00532	West Volusia Hospital Authority	09.09	Diseases of veins, lymphatic vessels and lymph nodes, not elsewhere classified	44	80	32,388.74	0.51%
00532	West Volusia Hospital Authority	19.01	Injuries to the head	17	29	32,178.45	0.51%
00532	West Volusia Hospital Authority	19.05	Injuries to the shoulder and upper arm	16	28	31,421.52	0.50%
00532	West Volusia Hospital Authority	21.08	Persons encountering health services in circumstances related to reproduction	31	136	30,590.11	0.48%
00532	West Volusia Hospital Authority	19.18	Poisoning by, adverse effects of and underdosing of drugs, medicaments and...	4	13	29,465.11	0.47%
00532	West Volusia Hospital Authority	18.03	Symptoms and signs involving the skin and subcutaneous tissue	55	84	26,315.89	0.42%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:46:25 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	21.07	Persons with potential health hazards related to communicable diseases	100	147	26,013.80	0.41%
00532	West Volusia Hospital Authority	02.11	Malignant neoplasms of urinary tract	7	20	25,552.53	0.40%
00532	West Volusia Hospital Authority	14.08	Disorders of breast	71	123	25,538.24	0.40%
00532	West Volusia Hospital Authority	14.07	Diseases of male genital organs	27	55	24,467.59	0.39%
00532	West Volusia Hospital Authority	10.11	Other diseases of the respiratory system	31	107	24,254.31	0.38%
00532	West Volusia Hospital Authority	11.07	Diseases of peritoneum and retroperitoneum	4	6	22,918.99	0.36%
00532	West Volusia Hospital Authority	07.04	Disorders of lens	33	65	22,813.67	0.36%
00532	West Volusia Hospital Authority	03.03	Aplastic and other anemias and other bone marrow failure syndromes	57	133	22,625.83	0.36%
00532	West Volusia Hospital Authority	18.06	Symptoms and signs involving cognition, perception, emotional state and...	64	119	22,104.73	0.35%
00532	West Volusia Hospital Authority	03.05	Other disorders of blood and blood-forming organs	33	103	21,985.03	0.35%
00532	West Volusia Hospital Authority	18.09	Abnormal findings on examination of blood, without diagnosis	119	224	20,691.34	0.33%
00532	West Volusia Hospital Authority	13.07	Systemic connective tissue disorders	11	18	20,667.81	0.33%
00532	West Volusia Hospital Authority	12.07	Disorders of skin appendages	27	39	20,427.85	0.32%
00532	West Volusia Hospital Authority	09.05	Pulmonary heart disease and diseases of pulmonary circulation	15	48	19,622.85	0.31%
00532	West Volusia Hospital Authority	04.01	Disorders of thyroid gland	84	151	17,727.80	0.28%
00532	West Volusia Hospital Authority	11.10	Other diseases of the digestive system	19	41	17,489.66	0.28%
00532	West Volusia Hospital Authority	02.05	Melanoma and other malignant neoplasms of skin	13	42	17,406.15	0.27%
00532	West Volusia Hospital Authority	19.06	Injuries to the elbow and forearm	9	32	17,264.25	0.27%
00532	West Volusia Hospital Authority	02.20	Neoplasms of uncertain behavior, polycythemia vera and myelodysplastic...	30	57	16,300.63	0.26%
00532	West Volusia Hospital Authority	14.09	Inflammatory diseases of female pelvic organs	14	21	15,654.57	0.25%
00532	West Volusia Hospital Authority	13.11	Disorders of muscles	17	57	15,025.68	0.24%
00532	West Volusia Hospital Authority	06.07	Nerve, nerve root and plexus disorders	12	36	14,819.32	0.23%
00532	West Volusia Hospital Authority	01.13	Viral hepatitis	29	105	14,006.45	0.22%
00532	West Volusia Hospital Authority	12.09	Other disorders of the skin and subcutaneous tissue	45	74	13,674.60	0.22%
00532	West Volusia Hospital Authority	05.03	Schizophrenia, schizotypal, delusional, and other non-mood psychotic disorders	15	43	13,162.15	0.21%
00532	West Volusia Hospital Authority	03.04	Coagulation defects, purpura and other hemorrhagic conditions	19	58	13,136.18	0.21%
00532	West Volusia Hospital Authority	13.03	Inflammatory polyarthropathies	39	101	11,714.52	0.18%
00532	West Volusia Hospital Authority	07.06	Glaucoma	37	67	10,963.24	0.17%
00532	West Volusia Hospital Authority	10.01	Acute upper respiratory infections	25	33	10,954.39	0.17%
00532	West Volusia Hospital Authority	09.10	Other and unspecified disorders of the circulatory system	6	8	10,762.23	0.17%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:46:25 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	02.15	Malignant neuroendocrine tumors	1	5	10,557.54	0.17%
00532	West Volusia Hospital Authority	18.11	Abnormal findings on examination of other body fluids, substances and...	39	78	10,121.35	0.16%
00532	West Volusia Hospital Authority	14.11	Intraoperative and postprocedural complications and disorders of...	1	2	10,087.40	0.16%
00532	West Volusia Hospital Authority	19.21	Certain early complications of trauma	1	2	10,074.98	0.16%
00532	West Volusia Hospital Authority	18.04	Symptoms and signs involving the nervous and musculoskeletal systems	23	36	9,964.75	0.16%
00532	West Volusia Hospital Authority	19.02	Injuries to the neck	9	46	9,618.28	0.15%
00532	West Volusia Hospital Authority	07.08	Disorders of optic nerve and visual pathways	3	3	8,616.28	0.14%
00532	West Volusia Hospital Authority	19.03	Injuries to the thorax	20	33	8,208.58	0.13%
00532	West Volusia Hospital Authority	10.07	Other respiratory diseases principally affecting the interstitium	6	12	8,133.59	0.13%
00532	West Volusia Hospital Authority	06.08	Polyneuropathies and other disorders of the peripheral nervous system	11	13	7,579.08	0.12%
00532	West Volusia Hospital Authority	19.04	Injuries to the abdomen, lower back, lumbar spine, pelvis and external genitals	14	22	7,318.18	0.12%
00532	West Volusia Hospital Authority	12.03	Dermatitis and eczema	34	57	7,228.09	0.11%
00532	West Volusia Hospital Authority	01.16	Mycoses	42	65	7,152.66	0.11%
00532	West Volusia Hospital Authority	15.02	Supervision of high risk pregnancy	11	68	7,001.81	0.11%
00532	West Volusia Hospital Authority	18.05	Symptoms and signs involving the genitourinary system	84	130	6,645.74	0.10%
00532	West Volusia Hospital Authority	01.14	Human immunodeficiency virus [HIV] disease	12	56	6,299.59	0.10%
00532	West Volusia Hospital Authority	17.01	Congenital malformations of the nervous system	1	2	5,455.55	0.09%
00532	West Volusia Hospital Authority	10.10	Intraoperative and postprocedural complications and disorders of respiratory...	1	2	5,385.61	0.09%
00532	West Volusia Hospital Authority	14.05	Other disorders of kidney and ureter	34	63	5,136.26	0.08%
00532	West Volusia Hospital Authority	13.12	Disorders of synovium and tendon	12	23	4,848.01	0.08%
00532	West Volusia Hospital Authority	05.01	Mental disorders due to known physiological conditions	4	41	4,818.64	0.08%
00532	West Volusia Hospital Authority	04.07	Other nutritional deficiencies	59	79	4,517.35	0.07%
00532	West Volusia Hospital Authority	15.04	Other maternal disorders predominantly related to pregnancy	10	21	4,452.17	0.07%
00532	West Volusia Hospital Authority	11.01	Diseases of oral cavity and salivary glands	19	31	4,427.93	0.07%
00532	West Volusia Hospital Authority	01.01	Intestinal infectious diseases	8	8	4,390.51	0.07%
00532	West Volusia Hospital Authority	07.07	Disorders of vitreous body and globe	9	18	4,341.83	0.07%
00532	West Volusia Hospital Authority	19.13	Effects of foreign body entering through natural orifice	6	10	4,195.73	0.07%
00532	West Volusia Hospital Authority	10.03	Other acute lower respiratory infections	15	19	4,067.90	0.06%
00532	West Volusia Hospital Authority	19.10	Injuries to the ankle and foot	20	28	4,011.99	0.06%
00532	West Volusia Hospital Authority	08.02	Diseases of middle ear and mastoid	10	18	3,675.14	0.06%

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Generated at: 02:46:25 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	07.01	Disorders of eyelid, lacrimal system and orbit	23	26	3,591.32	0.06%
00532	West Volusia Hospital Authority	08.04	Other disorders of ear	19	33	3,225.82	0.05%
00532	West Volusia Hospital Authority	04.04	Disorders of other endocrine glands	17	25	3,202.98	0.05%
00532	West Volusia Hospital Authority	15.05	Maternal care related to the fetus and amniotic cavity and possible delivery...	10	19	2,930.22	0.05%
00532	West Volusia Hospital Authority	02.01	Malignant neoplasms of lip, oral cavity and pharynx	1	16	2,897.18	0.05%
00532	West Volusia Hospital Authority	19.07	Injuries to the wrist, hand and fingers	17	27	2,879.47	0.05%
00532	West Volusia Hospital Authority	02.02	Malignant neoplasms of digestive organs	5	23	2,657.04	0.04%
00532	West Volusia Hospital Authority	01.15	Other viral diseases	9	16	2,569.91	0.04%
00532	West Volusia Hospital Authority	02.18	In situ neoplasms	5	12	2,566.89	0.04%
00532	West Volusia Hospital Authority	01.11	Viral infections characterized by skin and mucous membrane lesions	15	22	2,465.16	0.04%
00532	West Volusia Hospital Authority	02.06	Malignant neoplasms of mesothelial and soft tissue	1	7	2,402.94	0.04%
00532	West Volusia Hospital Authority	06.04	Other degenerative diseases of the nervous system	11	21	2,325.15	0.04%
00532	West Volusia Hospital Authority	19.20	Other and unspecified effects of external causes	9	15	2,304.70	0.04%
00532	West Volusia Hospital Authority	12.05	Urticaria and erythema	9	15	2,111.83	0.03%
00532	West Volusia Hospital Authority	02.13	Malignant neoplasms of thyroid and other endocrine glands	2	12	2,094.79	0.03%
00532	West Volusia Hospital Authority	07.10	Visual disturbances and blindness	8	16	1,878.83	0.03%
00532	West Volusia Hospital Authority	05.06	Behavioral syndromes associated with physiological disturbances and...	5	14	1,866.52	0.03%
00532	West Volusia Hospital Authority	05.10	Behavioral and emotional disorders with onset usually occurring in childhood...	4	14	1,768.04	0.03%
00532	West Volusia Hospital Authority	07.11	Other disorders of eye and adnexa	5	8	1,590.77	0.03%
00532	West Volusia Hospital Authority	19.12	Injury of unspecified body region	4	7	1,589.87	0.03%
00532	West Volusia Hospital Authority	07.02	Disorders of conjunctiva	9	13	1,560.22	0.02%
00532	West Volusia Hospital Authority	13.15	Other osteopathies	6	9	1,531.46	0.02%
00532	West Volusia Hospital Authority	01.21	Bacterial and viral infectious agents	10	16	1,426.91	0.02%
00532	West Volusia Hospital Authority	06.03	Extrapyramidal and movement disorders	5	14	1,319.14	0.02%
00532	West Volusia Hospital Authority	15.09	Other obstetric conditions, not elsewhere classified	10	16	1,258.05	0.02%
00532	West Volusia Hospital Authority	19.14	Burns and corrosions of external body surface, specified by site	4	8	1,253.05	0.02%
00532	West Volusia Hospital Authority	07.05	Disorders of choroid and retina	4	7	1,195.74	0.02%
00532	West Volusia Hospital Authority	12.04	Papulosquamous disorders	6	8	1,158.42	0.02%
00532	West Volusia Hospital Authority	09.02	Chronic rheumatic heart diseases	10	10	1,153.11	0.02%
00532	West Volusia Hospital Authority	05.07	Disorders of adult personality and behavior	3	10	1,132.28	0.02%

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## Cost of Minor

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 Client ID: 00532  
 Paid Date: 10/1/2021 to 8/31/2022

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	01.05	Infections with a predominantly sexual mode of transmission	12	16	1,119.93	0.02%
00532	West Volusia Hospital Authority	04.08	Overweight, obesity and other hyperalimentation	3	7	1,106.93	0.02%
00532	West Volusia Hospital Authority	21.14	Persons encountering health services in other circumstances	8	11	1,014.82	0.02%
00532	West Volusia Hospital Authority	07.09	Disorders of ocular muscles, binocular movement, accommodation and...	4	9	1,013.89	0.02%
00532	West Volusia Hospital Authority	15.03	Edema, proteinuria and hypertensive disorders in pregnancy, childbirth and...	2	6	965.75	0.02%
00532	West Volusia Hospital Authority	06.05	Demyelinating diseases of the central nervous system	1	4	930.53	0.01%
00532	West Volusia Hospital Authority	18.10	Abnormal findings on examination of urine, without diagnosis	12	16	885.69	0.01%
00532	West Volusia Hospital Authority	08.01	Diseases of external ear	6	7	877.82	0.01%
00532	West Volusia Hospital Authority	02.09	Malignant neoplasms of female genital organs	2	10	867.86	0.01%
00532	West Volusia Hospital Authority	02.22	Neoplasms of unspecified behavior	5	6	722.57	0.01%
00532	West Volusia Hospital Authority	18.13	Abnormal tumor markers	7	8	699.32	0.01%
00532	West Volusia Hospital Authority	08.03	Diseases of inner ear	2	2	697.98	0.01%
00532	West Volusia Hospital Authority	13.18	Intraoperative and postprocedural complications and disorders of...	4	7	692.35	0.01%
00532	West Volusia Hospital Authority	15.08	Complications predominantly related to the puerperium	1	2	511.23	0.01%
00532	West Volusia Hospital Authority	04.10	Postprocedural endocrine and metabolic complications and disorders, not...	3	4	473.05	0.01%
00532	West Volusia Hospital Authority	10.09	Other diseases of the pleura	11	16	375.46	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	21.16	Weeks of Gestation	6	7	358.29	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	02.04	Malignant neoplasms of bone and articular cartilage	1	2	237.17	0.00%
00532	West Volusia Hospital Authority	06.09	Diseases of myoneural junction and muscle	2	2	233.74	0.00%
00532	West Volusia Hospital Authority	13.16	Chondropathies	1	1	225.90	0.00%
00532	West Volusia Hospital Authority	12.06	Radiation-related disorders of the skin and subcutaneous tissue	2	3	187.34	0.00%
00532	West Volusia Hospital Authority	19.19	Toxic effects of substances chiefly nonmedicinal as to source	1	2	184.58	0.00%
00532	West Volusia Hospital Authority	21.13	Body mass index	1	1	167.60	0.00%
00532	West Volusia Hospital Authority	11.03	Diseases of appendix	1	1	154.30	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	17.09	Congenital malformations and deformations of the musculoskeletal system	1	1	103.21	0.00%
00532	West Volusia Hospital Authority	14.01	Glomerular diseases	1	1	98.77	0.00%

Requested by: ReportScheduler from p316 data [P316]

Generated at: 02:46:25 on 01 September 2022



## Cost of Minor

Block of Business ID: EBMSI  
Client ID: 00532  
Paid Date: 10/1/2021 to 8/31/2022

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	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	21.05	Retained foreign body fragments	1	1	82.08	0.00%
00532	West Volusia Hospital Authority	05.11	Unspecified mental disorder	1	2	75.18	0.00%
00532	West Volusia Hospital Authority	01.02	Tuberculosis	1	1	68.87	0.00%
00532	West Volusia Hospital Authority	01.18	Helminthiases	1	1	65.23	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	16.09	Digestive system disorders of newborn	1	1	57.55	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%
00532	West Volusia Hospital Authority	01.22	Other infectious diseases	1	1	9.39	0.00%
				7522	18042	6,334,745.80	100.00%





## Summary of Claims Paid By Location

Block of Business ID: EBMSI  
Client ID: 00532

Paid Date: 8/1/2022 to 8/31/2022

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
<b>00532-West Volusia Hospital Authority</b>							
miCareDeLand	1592	223,956.12	0.00	0.00	0.00	0.00	223,956.12
miCareDelton	1481	271,641.62	0.00	0.00	0.00	0.00	271,641.62
miCarePierse	115	6,631.43	0.00	0.00	0.00	0.00	6,631.43
<b>00532 Totals:</b>	<b>3188</b>	<b>502,229.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>502,229.17</b>



## Summary of Claims Paid By Location

Block of Business ID: EBMSI  
Client ID: 00532

Paid Date: 10/1/2021 to 8/31/2022

Description	Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
<b>00532-West Volusia Hospital Authority</b>							
DeLand	20	27,633.06	0.00	0.00	0.00	0.00	27,633.06
Deltona	31	38,431.26	0.00	0.00	0.00	0.00	38,431.26
miCareDeLand	17141	2,944,338.63	0.00	0.00	0.00	0.00	2,944,338.63
miCareDelton	16240	3,089,777.06	0.00	0.00	0.00	0.00	3,089,777.06
miCarePierse	1599	234,565.79	0.00	0.00	0.00	0.00	234,565.79
Pierson	3	0.00	0.00	0.00	0.00	0.00	0.00
<b>00532 Totals:</b>	<b>35034</b>	<b>6,334,745.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,334,745.80</b>



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI  
Client ID: 00532

Paid Date: 8/1/2022 to 8/31/2022

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	698	0.00	0.00	0.00	0.00	0.00	0.00



Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: EBMSI  
Client ID: 00532

Paid Date: 10/1/2021 to 8/31/2022

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	8884	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: 10/1/2021 to 8/31/2022

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid	Patient Resp
55-0799729	1396282208	NEFHS Daytona	South Daytona	FL	Hospital	2	90.00	0.00	0.00	90.00	0.00	0.00
55-0799729	1467907626	Nefhs Deland 1205	Deland	FL	Clinic	6	489.00	0.00	0.00	534.00	0.00	0.00
55-0799729	1750546313	NEFHS Deltona 2160 Howland...	Deltona	FL	Hospital	1	132.00	0.00	0.00	132.00	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

Requested by: ReportScheduler from p316 data [P316]

Generated at: 17:18:32 on 01 September 2022



## CLAIMS PAID BY MONTH

Paid Date: 10/1/21 to 8/31/22

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
<b>00532 - West Volusia Hospital Authority</b>																
miCareDeLand	10-2021	\$47,743.79	\$8,759.20	\$0.00	\$64,496.70	\$44.34	646	\$121,044.03	\$0.00	722	\$167.65	\$66.13	\$12.13	\$0.00	\$89.33	\$0.06
miCareDeLand	11-2021	\$44,697.02	\$15,889.15	\$0.00	\$61,305.18	\$36.95	672	\$121,928.30	\$0.00	709	\$171.97	\$63.04	\$22.41	\$0.00	\$86.47	\$0.05
miCareDeLand	12-2021	\$76,424.54	\$7,021.07	\$0.00	\$82,654.18	\$697.37	729	\$166,797.16	\$0.00	698	\$238.96	\$109.49	\$10.06	\$0.00	\$118.42	\$1.00
miCareDeLand	01-2022	\$84,367.53	\$35,031.92	\$0.00	\$67,661.77	\$837.06	1122	\$187,898.28	\$0.00	699	\$268.81	\$120.70	\$50.12	\$0.00	\$96.80	\$1.20
miCareDeLand	02-2022	\$63,470.11	\$16,812.99	\$0.00	\$51,186.26	\$35.70	734	\$131,505.06	\$0.00	683	\$192.54	\$92.93	\$24.62	\$0.00	\$74.94	\$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	703	\$286.66	\$160.13	\$39.87	\$0.00	\$86.66	\$0.00
miCareDeLand	06-2022	\$80,534.19	\$10,998.74	\$0.00	\$43,305.90	\$0.00	565	\$134,838.83	\$0.00	707	\$190.72	\$113.91	\$15.56	\$0.00	\$61.25	\$0.00
miCareDeLand	07-2022	\$53,027.45	\$4,589.96	\$0.00	\$22,379.51	\$0.00	364	\$79,996.92	\$0.00	719	\$111.26	\$73.75	\$6.38	\$0.00	\$31.13	\$0.00
miCareDeLand	08-2022	\$53,145.10	\$10,855.76	\$0.00	\$55,055.07	\$59.42	729	\$119,115.35	\$0.00	711	\$167.53	\$74.75	\$15.27	\$0.00	\$77.43	\$0.08
<b>Subtotal:</b>		<b>\$786,272.17</b>	<b>\$168,897.42</b>	<b>\$0.00</b>	<b>\$671,875.35</b>	<b>\$3,256.08</b>	<b>8187</b>	<b>\$1,630,301.02</b>	<b>\$0.00</b>	<b>7744</b>	<b>\$210.52</b>	<b>\$101.53</b>	<b>\$21.81</b>	<b>\$0.00</b>	<b>\$86.76</b>	<b>\$0.42</b>
miCareDelton	10-2021	\$46,583.95	\$13,699.60	\$0.00	\$79,178.36	\$170.35	741	\$139,632.26	\$0.00	598	\$233.50	\$77.90	\$22.91	\$0.00	\$132.41	\$0.28
miCareDelton	11-2021	\$33,593.52	\$15,320.17	\$0.00	\$112,920.11	\$842.12	800	\$162,675.92	\$0.00	588	\$276.66	\$57.13	\$26.05	\$0.00	\$192.04	\$1.43
miCareDelton	12-2021	\$56,488.96	\$8,068.04	\$0.00	\$71,015.93	\$36.95	633	\$135,609.88	\$0.00	585	\$231.81	\$96.56	\$13.79	\$0.00	\$121.39	\$0.06
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	565	\$316.71	\$131.84	\$25.35	\$0.00	\$159.53	\$0.00
miCareDelton	06-2022	\$55,036.55	\$9,418.38	\$0.00	\$108,874.45	\$0.00	610	\$173,329.38	\$0.00	576	\$300.92	\$95.55	\$16.35	\$0.00	\$189.02	\$0.00
miCareDelton	07-2022	\$27,614.99	\$6,104.80	\$0.00	\$47,345.22	\$0.00	398	\$81,065.01	\$0.00	569	\$142.47	\$48.53	\$10.73	\$0.00	\$83.21	\$0.00
miCareDelton	08-2022	\$110,139.14	\$8,568.76	\$0.00	\$82,731.59	\$324.45	748	\$201,763.94	\$0.00	566	\$356.47	\$194.59	\$15.14	\$0.00	\$146.17	\$0.57
<b>Subtotal:</b>		<b>\$657,354.37</b>	<b>\$134,528.68</b>	<b>\$0.00</b>	<b>\$949,459.46</b>	<b>\$4,872.15</b>	<b>8059</b>	<b>\$1,746,214.66</b>	<b>\$0.00</b>	<b>6320</b>	<b>\$276.30</b>	<b>\$104.01</b>	<b>\$21.29</b>	<b>\$0.00</b>	<b>\$150.23</b>	<b>\$0.77</b>
miCarePierse	10-2021	\$394.33	\$434.22	\$0.00	\$7,638.02	\$7.39	59	\$8,473.96	\$0.00	76	\$111.50	\$5.19	\$5.71	\$0.00	\$100.50	\$0.10
miCarePierse	11-2021	\$151.31	\$1,554.14	\$0.00	\$6,455.79	\$0.00	72	\$8,161.24	\$0.00	79	\$103.31	\$1.92	\$19.67	\$0.00	\$81.72	\$0.00
miCarePierse	12-2021	\$354.36	\$963.67	\$0.00	\$6,383.88	\$0.00	72	\$7,701.91	\$0.00	77	\$100.02	\$4.60	\$12.52	\$0.00	\$82.91	\$0.00
miCarePierse	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
miCarePierse	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
miCarePierse	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
miCarePierse	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
miCarePierse	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
miCarePierse	06-2022	\$1,102.43	\$1,617.55	\$0.00	\$4,884.25	\$0.00	56	\$7,604.23	\$0.00	75	\$101.39	\$14.70	\$21.57	\$0.00	\$65.12	\$0.00
miCarePierse	07-2022	\$503.37	\$336.80	\$0.00	\$2,214.99	\$0.00	34	\$3,055.16	\$0.00	76	\$40.20	\$6.62	\$4.43	\$0.00	\$29.14	\$0.00
miCarePierse	08-2022	\$1,610.42	\$1,102.71	\$0.00	\$2,807.67	\$0.00	70	\$5,520.80	\$0.00	76	\$72.64	\$21.19	\$14.51	\$0.00	\$36.94	\$0.00
<b>Subtotal:</b>		<b>\$71,399.50</b>	<b>\$17,058.28</b>	<b>\$0.00</b>	<b>\$53,833.61</b>	<b>\$910.23</b>	<b>760</b>	<b>\$143,201.62</b>	<b>\$0.00</b>	<b>827</b>	<b>\$173.16</b>	<b>\$86.34</b>	<b>\$20.63</b>	<b>\$0.00</b>	<b>\$65.10</b>	<b>\$1.10</b>
N/A	10-2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$172,625.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	12-2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$165,228.50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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
N/A	06-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$82,562.50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	08-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$79,625.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$911,228.50</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total:</b>		<b>\$1,515,026.04</b>	<b>\$320,484.38</b>	<b>\$0.00</b>	<b>\$1,675,168.42</b>	<b>\$9,038.46</b>	<b>17006</b>	<b>\$3,519,717.30</b>	<b>\$911,228.50</b>	<b>14891</b>	<b>\$236.37</b>	<b>\$101.74</b>	<b>\$21.52</b>	<b>\$0.00</b>	<b>\$112.50</b>	<b>\$0.61</b>

### Parameters

Beginning Location:

Ending Location:

Paid Date: 10/1/2021-8/31/2022

Reporting Period: CLIENTPYTD

Location: 000-zzzzz

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



# WVHA miCare Clinic Deland and Deltona

## August 2022 Report

### miCare Utilization and Capacity

#### miCare Utilization and Capacity

	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
<b>Deland</b>					
2022	191	164	86%	27	14%

	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
<b>Deltona</b>					
2022	91	74	82%	17	18%

	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
<b>Deland and Deltona</b>					
2022	282	238	84%	44	16%

**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	84%	84%	86%	85%	90%

Deltona	Monday	Tuesday	Wednesday	Thursday	Friday
2022	89%	84%		71%	78%

### Key Insights:

- Between the two clinics 84% of the available capacity was used for scheduled appointments; 16% 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 - 11%

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

### August 2022

	Total Unique Patients with Appointments	Total Eligible Membership	Penetration of Membership (%)
<b>Total</b>	654	1,315	50%

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





## Visit Type Frequency

### Deland

#	Visit Type Description	Visit Count	% of Total
1	Medication Pick Up	621	56%
2	Lab Ordered by a miCare Provider	134	12%
3	Recheck/ Follow-Up	63	6%
4	Physical/Well Exams (Women/Men 18 and over)	43	4%
5	Hospital Follow-up	39	3%
6	Phone Recheck	38	3%
7	Regular Visit, 1-2 Issues/Medications	37	3%
8	1st Clinic Visit	36	3%
9	Lab Ordered by a Non-miCare Provider	32	3%
10	Med Pick Up Pt Assist Program	23	2%
11	Sick/Urgent	15	1%
12	Nurse Visit	10	1%
12	Phone Sick/Urgent	10	1%
14	Chronic Disease Mgmt	7	1%
14	Phone Regular Visit	7	1%
16	Regular Visit, 3+ Issues/Medications	1	0%
Overall - Total		1,116	

Location	Visit Count	% of Total
Onsite	1,075	96%
Telephone	41	4%
Overall - Total	1,116	



## Visit Type Frequency

### Deltona

#	Visit Type Description	Visit Count	% of Total
1	Lab Ordered by a miCare Provider	96	28%
2	Recheck/ Follow-Up	57	17%
3	Phone Recheck	49	14%
4	Physical/Well Exams (Women/Men 18 and over)	30	9%
5	Regular Visit, 1-2 Issues/Medications	21	6%
6	Med Pick Up Pt Assist Program	18	5%
7	Nurse Visit	12	4%
8	Lab Ordered by a Non-miCare Provider	11	3%
9	1st Clinic Visit	9	3%
10	Chronic Disease Mgmt	8	2%
10	Phone Regular Visit	8	2%
12	Hospital Follow-up	7	2%
13	Phone Sick/Urgent	5	1%
14	Phone Regular Visit 3+	4	1%
15	Sick/Urgent	3	1%
16	Community Resource	2	1%
17	Immunization/Shot	1	0%
17	Regular Visit, 3+ Issues/Medications	1	0%
Overall - Total		342	

Location	Visit Count	% of Total
Onsite	308	90%
Telephone	34	10%
Overall - Total	342	

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



Sept 1, 2022

West Volusia Hospital Authority

## Monthly Enrollment Report

In the month of August there were 300 appointments to assist with new applications and 14 appointments to assist with pended applications from June-July. For a total of 314 Interviews with clients.

256 applications were submitted for verification and enrollment. Of these, 256 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 September 2022 for approval.

Of the 256 that were processed, 228 were approved and 14 were denied. There were 14 pended 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
- Communicating with Partners working together to better service the community

Respectfully submitted by Gail Hallmon



2855 Lake Helen Osteen Road · Deltona · Florida · 32738 · (386) 532.8291

8/22/2022

West Volusia Hospital Authority  
P.O. Box 940  
Deland, Florida 32721-0940

New Hope is sending this letter as an update for activity since the start of the subject contract with the West Volusia Hospital Authority. At this time New Hope has no invoices being submitted for reimbursement. There has been some activity regarding Certification of the homeless that was completed. The time frame of the contract is at end with New Hope and WVHA. The renewal of services rendered to certify the those homeless has not been requested nor extended. Please let it be known that those who were certified as homeless by NHHS; their information was stored in H.M.I.S data system.

New Hope has continued to bring awareness of the WVHA services within the Deltona community: Outreach to local schools Principals, Administrative Staff, families, and individuals NHHS serve. Thank you for the opportunity to serve our community. Please know the number of clients served report is attached.

If you have any questions, please feel free to contact Dot Bradley at (386) 532-8291 office.

Sincerely,

Dot Bradley  
Executive Director

## Client Served Report

### Reporting Group:

**Provider:** New Hope WVHA Partnership (385)

☐ This provider AND its subordinates ☒ This provider ONLY

**Services:** Services Provided (other than shelter or referred services)

**Grouping:** ☒ Clients Receiving Services as a Family ☐ Clients in a Household

**Service Code:**

**Served Date Range:** 10/1/2021 - 8/19/2022

**Served Before Date Range (Old client count):**

**Treat Open-Ended Services/Referrals as 1-day Services:** ☒ Yes ☐ No

**Legal Adult Age:** 18

### Report Details

CLIENTS SERVED			
	Old	New	Total
<b>A. Adults</b>	<b>0</b>	<b>13</b>	<b>13</b>
Male	0	9	9
Female	0	4	4
No Single Gender	0	0	0
Questioning	0	0	0
Transgender	0	0	0
Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	0	0
<b>B. Children</b>	<b>0</b>	<b>2</b>	<b>2</b>
Male	0	1	1
Female	0	1	1
No Single Gender	0	0	0
Questioning	0	0	0
Transgender	0	0	0
Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	0	0
<b>C. Total (A+B)</b>	<b>0</b>	<b>15</b>	<b>15</b>
FAMILY MEMBERS SERVED			
	Old	New	Total
<b>A. Adults</b>	<b>0</b>	<b>3</b>	<b>3</b>
Male	0	1	1
Female	0	2	2
No Single Gender	0	0	0
Questioning	0	0	0
Transgender	0	0	0

Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	0	0
<b>B. Children</b>	<b>0</b>	<b>2</b>	<b>2</b>
Male	0	1	1
Female	0	1	1
No Single Gender	0	0	0
Questioning	0	0	0
Transgender	0	0	0
Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	0	0
<b>C. Total (A+B)</b>	<b>0</b>	<b>5</b>	<b>5</b>
<b>D. Total Households Served</b>	<b>0</b>	<b>2</b>	<b>2</b>
<b>E. Average Household Members Served</b>	<b>0</b>	<b>3</b>	<b>3</b>

SINGLES SERVED		Old	New	Total
<b>A. Adults</b>		<b>0</b>	<b>10</b>	<b>10</b>
Male		0	8	8
Female		0	2	2
No Single Gender		0	0	0
Questioning		0	0	0
Transgender		0	0	0
Client Doesn't Know/Client Refused		0	0	0
Data Not Collected		0	0	0
<b>B. Children</b>		<b>0</b>	<b>0</b>	<b>0</b>
Male		0	0	0
Female		0	0	0
No Single Gender		0	0	0
Questioning		0	0	0
Transgender		0	0	0
Client Doesn't Know/Client Refused		0	0	0
Data Not Collected		0	0	0
<b>C. Total (A+B)</b>		<b>0</b>	<b>10</b>	<b>10</b>

[illegible]

Client Doesn't Know/Client Refused	0	0	0	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>5</b>

SINGLES		Children				Adults			No DOB	Total
		0-5	6-12	13-17	18-30	31-50	51-61	62+		
	Male	0	0	0	1	2	4	1	0	8
	Female	0	0	0	1	1	0	0	0	2
	No Single Gender	0	0	0	0	0	0	0	0	0
	Questioning	0	0	0	0	0	0	0	0	0
	Transgender	0	0	0	0	0	0	0	0	0
	Client Doesn't Know/Client Refused	0	0	0	0	0	0	0	0	0
	Data Not Collected	0	0	0	0	0	0	0	0	0
Total		0	0	0	2	3	4	1	0	10

<b>CLIENTS SERVED BY RACE</b>	<b>Secondary Total</b>	<b>Total</b>
Asian or Asian American (HUD)		1
Not Given	1	
White (HUD)		14
Not Given	14	
Not Given		0
<b>Total</b>		<b>15</b>

<b>CLIENTS SERVED BY ETHNICITY</b>	<b>Total</b>
Hispanic/Latin(a)(o)(x) (HUD)	9
Non-Hispanic/Non-Latin(a)(o)(x) (HUD)	6
Not Given	0
<b>Total</b>	<b>15</b>

<b>SERVICE COUNT</b>					
<b>Service Type</b>	<b>Funding Source</b>	<b>Total Referral</b>	<b>Total Provided</b>	<b>Total Cost</b>	<b>Avg Cost</b>
Certificates/Forms Assistance (FT-1020)	WVHA - Referral	0	17	\$390.00	\$22.94
Information and Referral (TJ-3000)	WVHA - Referral	0	1	\$0.00	\$0.00
<b>Total (Service Types: 2, Funding Sources: 1)</b>		<b>0</b>	<b>18</b>	<b>\$390.00</b>	<b>\$21.67</b>



**Powell & Jones**  
Certified Public Accountants

Richard C. Powell, Jr., CPA  
Marian Jones Powell, CPA

1359 S.W. Main Blvd.  
Lake City, Florida 32025  
386 / 755-4200  
Fax: 386 / 719-5504  
admin@powellandjonescpa.com

September 13, 2022

Board of Commissioners  
West Volusia Hospital Authority  
c/o James Moore & Co. PL  
133 East Indiana Ave.  
DeLand, FL 32724

We are pleased to confirm our understanding of the services we are to provide the West Volusia Hospital Authority (hereinafter referred to as “the Authority”, “the Board”, “You”, or “Yours”) for the year ending September 30, 2022, with the option to renew for four subsequent one-year periods. We will audit the statements of governmental activities and each major fund, which collectively comprise the basic financial statements, of the Authority as of and for the year ending September 30, 2022.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of the Authority and its contracted accounting firm regarding the methods of preparing the information and comparing the information for consistency with the responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:



## 1) Schedule of Healthcare Expenditures

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Authority, as well as evaluating the overall presentation of the financial statements. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to the Authority that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Authority Responsibilities**

The Authority is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. The Authority is also responsible for all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The Authority and its contracted accounting firm are responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Authority and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

The Authority and its contracted accounting firm are also responsible for making all financial records and related information available to us and for ensuring that all financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) the Authority's contracted accounting firm, (2) others who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from contractors, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are also responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The Authority is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The Authority is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. The Authority and its contracted accounting firm are also

responsible for providing views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Authority, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by the contracted accounting firm or others acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the contracted accounting firm and the Board of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the Board of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the Authority and those charged

with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Examination Procedures—Compliance with Section 218.415, Florida Statutes**

You have also requested that we examine compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, of the Authority for the year(s) in which the financial statement audit is performed. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the Authority complied in all material respects with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

### **Examination Procedures—Practitioner Responsibilities**

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* is fairly presented, in all material respects, in conformity with Section 218.415, Florida Statutes, *Local Government Investment Policies*. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

### **Examination Procedures—Authority Responsibilities**

Our examination will be conducted on the basis that the Authority's contracted accounting firm and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the Section 218.415, Florida Statutes, *Local Government Investment Policies* in accordance with Section 218.415, Florida Statutes, *Local Government Investment Policies*;
- b. For the design, implementation, and maintenance of internal control relevant to Section 218.415, Florida Statutes, *Local Government Investment Policies*, which is the best means of preventing or detecting errors or fraud;
- c. For selecting and determining the suitability and appropriateness of the criteria upon which the Section 218.415, Florida Statutes, *Local Government Investment Policies* will be evaluated; and

d. To provide us with:

- i. Access to all information of which the Authority and its contracted accounting firm are aware that is relevant to the Section 218.415, Florida Statutes, *Local Government Investment Policies* such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
- ii. Additional information that we may request for the purpose of the examination; and
- iii. Unrestricted access to persons within the entity and its contractors from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from the Authority and its contracted accounting firm regarding Section 218.415, Florida Statutes, *Local Government Investment Policies*, written confirmation concerning representations made to us in connection with the examination.

### **Examination Procedures—Reporting**

We will issue a written report upon completion of our examination of Section 218.415, Florida Statutes, *Local Government Investment Policies*. Our report will be addressed to the Authority. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Engagement Administration, Fees, and Other**

We understand that your independently contracted accounting firm, currently James Moore & Co. PL, will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of financial and non-financial data.

We will provide copies of our reports to the Authority; however, the Authority and its contracted accounting firm are responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Powell & Jones CPAs and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Powell & Jones CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. We will also provide selected audit documentation to a successor auditor upon your separate approval.

It is the policy of Powell & Jones CPAs. (the Firm), to keep records related to this engagement for seven years after the completion of our services (the “retention period”), as specified by the Firm’s Record Retention and Destruction Policy. However, the Firm does not keep any original client provided records. Client provided records will be returned to you at the completion of the engagement. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by us (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. At the expiration of the retention period, the related engagement records will be destroyed. However, the related engagement records will not be destroyed regardless of the retention period, if the Firm has knowledge of potential or pending litigation and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said litigation and/or investigation. If it is determined that the records in question are relevant to the litigation and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending litigation or investigation may not be public knowledge, we request that you inform us of any such litigation or investigation in a timely manner. Likewise, as it may not be public knowledge when the litigation or an investigation has been concluded, we request that you inform us when all litigation or investigation has been concluded so that the litigation hold may be lifted and the records related to our engagement destroyed in accordance with our Record Retention and Destruction Policy. Your signature below authorizes us, that upon the expiration of the

seven-year period, the Firm is free to destroy all records related to this engagement.

Richard C. Powell is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audits in December of the respective year under audit and to issue our reports no later than January 31 of the subsequent year.

At the conclusion of our audit engagement, we will communicate to the Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with the contracted accounting firm, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of the contracted accounting firm as a result of our audit procedures;
- Representations we requested from the contracted accounting firm;
- The contracted accounting firm’s consultation with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with the Authority or its contracted accounting firm.

### **Nonattest Services**

We will perform the following nonattest services: preparation of your financial statements, other schedules, and related notes. With respect to any nonattest services we perform, we will not assume management

responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities. The Authority is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Contracted Accountants, James Moore & Co. PL – Zach Chalifour) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Authority with regard to different matters, but the Authority must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We confirm that we are independent of the Authority and we have, and will contain to maintain, the insurance coverage as outlined by the Authority in the Request for Proposal – Governmental Auditing services.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ended</u>	<u>Total Fees</u>
9/30/2022	\$ 19,170
9/30/2023	20,500
9/30/2024	21,575
9/30/2025	22,500
9/30/2026	23,000
	<u>\$ 106,745</u>

Our invoices for these fees will be rendered each month as work progresses and are payable within 45 days of presentment. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This agreement can be extended upon the mutual agreement of both parties for up to an additional two years in the form of two additional 1-year periods. All renewals will be evidenced by a formal letter. This

West Volusia Hospital Authority  
September 13, 2022  
Page 9

engagement may be terminated by either party provided a 60-day written notice of their intention to terminate the engagement.

All notices, requests, consents and other communications hereunder shall be in writing and shall be made by hand delivery, first class registered or certified mail, postage paid, to the following address:

If to Powell & Jones:

Powell & Jones, CPAs  
Attn: Richard C. Powell, CPA  
1359 SW Main Blvd.  
Lake City, FL 32025



West Volusia Hospital Authority  
September 13, 2022  
Page 10

If to the Authority:

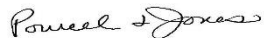
West Volusia Hospital Authority  
Attn: Chairman  
c/o James Moore & Co. PL  
133 East Indiana Avenue.  
DeLand, Florida 32724

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

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report is included in our "Proposal for Auditing Services".

We appreciate the opportunity to continue to be of service to the West Volusia Hospital Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



POWELL & JONES CPAS

RESPONSE:

This letter correctly sets forth the understanding of the West Volusia Hospital Authority for the audit of the Authority's financial statements for the fiscal year ending September 30, 2022.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# WEST VOLUSIA HOSPITAL AUTHORITY

## PROPOSAL FOR AUDITING SERVICES

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>FIRM</b>	
Transmittal Letter	2
Firm Qualifications and Experience	4
<b>EXPERIENCE</b>	
Relevant Governmental Auditing Experience and Preparation of Governmental Financial Statements	5
Current Auditing Experience	7
Regulatory Matters	9
Peer Review	10
Additional Data and No Regulatory Issues in Litigation	16
Individual Staff Qualifications and Audit Team Experience	17
<b>AUDIT APPROACH</b>	
Workplan - Specific Audit Approach	28
Statistical Sampling Techniques	33
Analytical Procedures to be Utilized in Audit	36
Approach to Gain Understanding of Internal Control Structure	37
Use of Technology in Audit Approach	41
Approach to Determine Laws and Regulations	42
Schedule of Professional Fees	44
Governmental and Non-Profit Auditing Experience Client References	45
Insurance Documentation	52



**Powell & Jones**  
Certified Public Accountants

Richard C. Powell, Jr., CPA  
Marian Jones Powell, CPA

1359 S.W. Main Blvd.  
Lake City, Florida 32025  
386 / 755-4200

Fax: 386 / 719-5504  
admin@powellandjonescpa.com

August 25, 2022

Ms. Voloria Manning  
WVHA Board Secretary and  
Honorable Board of Commissioners  
West Volusia Hospital Authority  
133 East Indiana Avenue  
Deland, Florida 32724

Dear Commissioners:

We appreciate the opportunity to present our firm to you for your evaluation of our qualifications to serve as Auditor for West Volusia Hospital Authority (WVHA). We are confident that a review of our qualifications will differentiate our firm from others in the following important areas.

#### **GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**

We currently perform audits and related accounting and management advisory services for fifty governmental and public agency clients. Included in these clients are four Counties, twenty-one cities and ten special districts, of which two are hospital authorities. The attached client listing on page 7 shows our depth and commitment to this very specialized area of accounting. This experience will allow our audits to be efficient and non-disruptive to Town employees.

Our two firm partners and our firm are fully qualified under governmental auditing standards and Florida law to serve on this assignment. Throughout our careers, we have each worked on over ninety City audits from the planning through the fieldwork and final report preparation and delivery. We have included our resumés on pages 17-25 for your information. Due to the flexibility attributed to our firm size, one of us will assist you directly on your audits, as we do with all of our major audit clients. We will continue this in the future and thus will assure you of receiving the best audits possible. All of our staff members who will assist us on this engagement have also worked on multiple local government audit engagements.

#### **OUR EXPERIENCE WORKING WITH HOSPITAL AUTHORITIES**

We currently provide audit and financial reporting services to the following hospital authorities:

- **Citrus County Hospital Authority – 12 years**
- **Lake Shore Hospital Authority – 16 years**

During this period, we have provided complete audit, financial reporting and management advisory services to these clients as requested. We have also gained valuable insight into this unique form of Florida local government.

#### **OUR YEAR-ROUND COMMITMENT TO YOU**

We trust that your review of our governmental client list and associated information included in our proposal will highlight the following major points which we believe differentiate our firm from our competitors.

- We serve a wide range of governmental and not-for-profit clients in size and complexity; yet we provide all clients with the same high quality and responsiveness of service.

- We have eight governmental auditors who work full time on primarily governmental accounting and audit clients. Because our personnel work year-round in the governmental segment, we concentrate our continuing education and reference library in this very specialized area of accounting and auditing.
- Unlike other firms with substantial tax and business accounting practices, we are not impeded by "tax season". Private business-related deadlines do not interfere with the timely delivery of service to our governmental clients.
- We meet or exceed our clients' expectations with respect to their total accounting and auditing needs and assist them in fiscally strengthening their organizations. Constructive auditing and emphasis on effective budgetary planning and control, add value to our services. We always welcome the opportunity to provide management advisory services as requested by our clients, and allowed by applicable regulatory and professional standards.
- Most of our client engagements represent long-standing relationships, in spite of the increasingly competitive environment of governmental auditing. This certainly reflects positively the level of satisfaction our clients have with our services.
- Unlike large firms, WVHA would be a major client for Powell & Jones and we will do everything necessary to fully meet WVHA's needs.

Because the partners of our firm work directly on your audits, WVHA can be assured of this same high level of service. We invite you to call any of our clients for service references and have provided appropriate telephone numbers for that purpose.

#### OUR COMPETITIVE FEE STRUCTURE

To remain effective in competitive governmental engagements, we have developed modern audit procedures utilizing computer assisted analysis and electronic "paperless" working papers and secure file sharing software. These techniques will allow us to assist you in providing quality audits in the timely manner specified by you and at a reasonable cost.

We understand that the resources which fund WVHA's annual audit may be limited. At Powell & Jones we work to keep our overhead low. Our location in Lake City and experience working with local governments, allows us to offer you a lower overall fee structure than most of our competitor firms.

We look forward to the opportunity of being favorably ranked and negotiating a fee arrangement for this engagement. Please let us know if we can provide you with any additional information on our firm.

#### OUR COMMITMENT TO SERVICE

The undersigned, Richard C. Powell, the firm's managing partner, is authorized to make representations for Powell & Jones. We have carefully reviewed the "Scope of Services" in Part II of the Request for Proposals and based on this review, we commit without reservation to perform the specified services within the required time period.

Sincerely,

**POWELL & JONES**



Richard C. Powell  
Certified Public Accountants

## **FIRM QUALIFICATIONS AND EXPERIENCE**

***POWELL & JONES***

***CERTIFIED PUBLIC ACCOUNTANTS***

Powell & Jones was formed in 1983 as the result of Richard Powell withdrawing from the firm of Foreman, Kelly, Powell, and Ruff, a firm he co-founded in 1975. Our office is located in Lake City, Florida and has a current full-time staffing of three professional certified public accountants, five degreed accountants, four of whom are CPA candidates and one paraprofessional. All of our professional positions work exclusively in the area of governmental and non-profit auditing and accounting.

Our unique organization allows our audit professionals to work year-round on governmental related audits and thus maximize their career experiences in this specialized area of accounting. This organization and practice emphasis also allow them to take all of their annually required forty hours of continuing education in this governmental related field.

### **MISSION STATEMENT**

It is the mission of Powell and Jones to be the best and most innovative provider of audit and accounting services to our clients within the market segments we have selected to serve. Our goal is that each of our clients will be more efficient, more profitable, more accountable and have better operations due, in part, to the services that we provided.

We keep our word.

We honor our commitments.

## RELEVANT CURRENT GOVERNMENTAL AUDITING EXPERIENCE

Over the past thirty years since Florida Entities have been required to have annual audits by private CPA firms, Richard and Marian Powell have worked on all aspects of two to four city audits per year. In addition, our Firm has continuously performed three to our current twenty-three Florida city audits per year. The following listing of our current clients shows the depth of our experience in this very specialized and continually changing area of accounting and auditing:

COUNTIES	Years
Columbia County	31
Suwannee County	20
Taylor County	12
Dixie County	3
	66
CITIES	
Archer	10
Bell	22
Branford	24
Callahan	1
Dunnellon	7
Fanning Springs	3
Fort White	24
Hilliard	5
Horseshoe Beach	25
Jennings	2
Lake Butler	20
Madison	4
Mayo	20
Micanopy	25
McIntosh	5
Mulberry	5
Otter Creek	1
Penney Farms	12
Perry	9
Trenton	14
Waldo	20
Wewahitchka	6
White Springs	1
Worthington Springs	3
	268
INDEPENDENT SPECIAL DISTRICTS	Years
Aucilla Solid Waste Management Administration	4
Citrus County Hospital Board	5
First Coast Workforce Development Consortium	10
Lake Shore Hospital Authority	15
Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area	12
North Central Florida Regional Planning Council	12
Suwannee River Water Management District	4
Suwannee Valley Transit Authority	5
Taylor Coastal Water and Sewer District	10
Wilderness Coast Public Libraries	6
	83
<b>TOTAL YEARS OF EXPERIENCE</b>	<b>417</b>

For each of these clients we prepare the full financial reports including the Notes, the MD&A, and other supplementary information. This is done under the supervision of the financial staff of the local governments. For the City of Perry, we annually prepare its CAFR which is submitted to the GFOA Excellence in Financial Reporting Program.



## **CURRENT AUDITING EXPERIENCE AND REFERENCES FOR SIMILAR SERVICES**

A full listing of our current municipal and other governmental clients is included on page 5. We believe the following engagements are most representative of the types of services required by WVHA:

### **CITRUS COUNTY HOSPITAL BOARD (CCHB)**

- A. **Scope of Services:** Annual audit of CCHB. Operations include general government and trust account management.
- B. **Total hours:** 1 4 0
- C. **Dates of Service:** 2010 forward.
- D. **Engagement Partner:** Richard C. Powell, CPA  
**Primary staff:** Emilie Braswell
- E. **Client contact:** Mr. William Grant  
Board Attorney  
(352) 726-5111

### **LAKE SHORE HOSPITAL AUTHORITY**

- A. **Scope of Services:** Annual audit of Authority. Operations include general government and management of large amount of funds.
- B. **Total Hours:** 100
- C. **Dates of Service:** 2002 forward.
- D. **Engagement Partner:** Richard C. Powell, CPA  
**Primary staff:** Emilie Braswell, Noah Leidy
- E. **Client contact:** Mr. Dale Williams  
Executive Director  
(386) 755-1090

### **CITY OF MADISON, FLORIDA**

- A. **Scope of service:** Annual audit of City. City operations include general government, police and fire services, water, sewer and solid waste services. City has had range of A-133 grant audits over the years including CDBG, USDA and FDEP water and sewer and recreation grants. City has Community Redevelopment Agency.
- B. **Total hours:** 240
- C. **Dates of Service:** 2012 to present time.

- D. Engagement Partner: Richard C. Powell, CPA  
Primary Staff: Karl Harmon
- E. Client contact: Ms. Lee Anne Hall  
City Clerk  
850-973-5081  
[Lee.anne.hall@cityofmadisonfl.com](mailto:Lee.anne.hall@cityofmadisonfl.com)

#### **CITY OF WALDO, FLORIDA**

- A. Scope of service: Annual audit, including CDBG and other grant audits for the period 1992 through present.
- B. Total hours: 150
- C. Dates of Service: 1992 to present time.
- D. Engagement Partner: Richard C. Powell, CPA  
Primary Staff: Karl Harmon
- E. Client contact: Ms. Kim Worley  
City Manager  
(352) 468-1001

#### **CITY OF WEWAHITCHKA, FLORIDA**

- A. Scope of service: Selected as Auditor beginning 2011.
- B. Total hours: 150
- C. Dates of Service: 2011 to present time.
- D. Engagement Partner: Richard C. Powell, CPA  
Primary Staff: Karl Harmon
- E. Client contact: Ms. Cathy Simmons  
Finance Director  
(850) 639-2605

## **REGULATORY MATTERS**

### **PEER REVIEW**

Powell & Jones CPAs has participated in the AICPA Peer Review Program since its inception. During our last review in November 2020, the following governmental engagements were selected for review.

Suwannee County, Florida  
City of Trenton, Florida  
Aucilla Solid Waste Administration

On our most recent review, we received a pass grade with minor findings, none of which were related to governmental entities or Workforce Boards.

Attached is our most recent peer review report together with documentation of our subsequent corrections of all noted findings.

### **REGULATORY ISSUES**

Neither our firm nor any of our partners or employees have had any complaints against them by the State Board of Accounting or any other negative findings resulting from federal or state desk reviews or field services of our audits during the past twenty-five years.

### **DISCIPLINARY ACTIONS**

Our goal has been to provide superior service and ensure that every one of our clients are satisfied clients. In support of this goal, we are proud to state that no Board of Accountancy disciplinary actions have been placed against our firm or staff over the last twenty-five years.

We clearly do not have a record of substandard work.

### **INDEPENDENCE**

Powell & Jones CPAs and all its employees are independent with respect to West Volusia Hospital Authority. We have no existing, previous or potential conflicts of interest with West Volusia Hospital Authority.

### **LICENSE TO PRACTICE IN THE STATE OF FLORIDA**

Powell & Jones and all key professional staff to be assigned to this engagement are properly registered/licensed, and permitted to practice as a Certified Public Accounting Firm in the State of Florida.

### **LITIGATION STATUS**

There has been no litigation filed against Powell & Jones, CPAs or any of its partners relating to the services we have provide during the entire thirty-five years of our existence.



**Powell & Jones**  
Certified Public Accountants

**R. A. Stalvey Consulting & Training, LLC**

**P. O. Box 4137**

**Valdosta, GA 31604**

Office - 3208 Wildwood Plantation Dr., Valdosta, GA (229) 244-1559 • Mobile (229) 560-0798 • email - [rstalveyconsulting@outlook.com](mailto:rstalveyconsulting@outlook.com)

Richard A. Stalvey, CPA - Employee/Stockholder of Fowler, Holley, Rambo & Stalvey, P. C. • June 1971 - August 2019

Consultant to Fowler, Holley, Rambo & Stalvey, P. C. • September 2019 - Present

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November 29, 2021

Peer Review Committee  
Florida Institute of CPA's  
3800 Esplanade Way  
Suite 210  
Tallahassee, FL 32311

Dear Committee Members:

This letter is written to assist Powell & Jones in complying with certain actions the firm voluntarily agreed to take in connection with the Florida Institute of CPA's (FICPA) Peer Review Committee's (Committee) consideration of acceptance of its 2020 peer review report and response thereto. The report had a peer review rating of pass with deficiencies.

In connection with the Committee's consideration of acceptance of the firm's 2020 peer review report, the Committee specified that the firm hire an outside party, acceptable to the Committee, to visit the firm for the purpose of ascertaining whether the firm has implemented corrective actions on those matters discussed in the peer review report and as described in its letter of response and submit a report to the Committee.

Further, the Committee required that an outside party review the firm's next inspection report and report on the results of the review to the Committee. This matter was modified to reflect that the outside party would perform the inspection.

The due dates for completion of these actions were extended from September 30, 2021 to November 30, 2021.

Prior to performing the outside party procedures and during the performance of the procedures, I reviewed a copy of the firm's 2020 peer review report, which had a rating of pass with deficiencies, matter for further consideration forms (1-11), finding for further consideration forms (1-2), the firm's letter of response and the documentation describing the required corrective actions.

I visited the firm on November 10-11, 2021. During that visit, I performed the following procedures:

- Discussed the corrective actions described in its letter of response with the firm to determine if the actions have been implemented.
- As summarized in the attached schedule, I reviewed the remediation procedures performed with respect to non-conforming engagements, including the review of related remediated working papers and reissued reports.
- I performed the firm's inspection for the year ended May 31, 2021 and the report is attached to this letter.

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*Consulting & Staff Training Services to the Accounting Industry*

Peer Review Committee  
November 29, 2021  
Page Two

My procedures were performed using the monitoring practice aids included in the monitoring section of the Thomson Reuters Guide to Quality Control and the applicable AICPA Peer Review checklists for reviewing engagements.

The results of the procedures are summarized below and in the attached inspection report. The matters below are referenced as in the letter of response which was prepared as referenced in the peer review report.

**Response letter item 1:** The managing partner of the firm has identified more senior personnel to begin a process of training to assist the partners in performing detailed reviews of engagements. The firm held a training session in this regard on February 23, 2021 and to review the specifics of the peer review findings for the year ended May 31, 2020. Further, the firm has engaged an outside party to conduct a full day training session on December 16, 2021 to focus on the practice aids (subscribed to by the firm) that are relevant to particular types of engagements, the proper completion thereof and how the failure to use the practice aids or the improper completion of such practice aids contributed to the peer review results. The firm plans to outsource pre-issuance reviews and EQCR's where it is determined to be necessary. Also, the firm will receive suggestions as to a better method of organizing work papers within its CCH Engagement Audit Software System that will be more friendly to those performing the supervisory review function. I reviewed the firm's documentation prepared in response to this item.

Further, the peer review identified three non-conforming engagements for which the firm performed remediation procedures. I reviewed those procedures and concluded that the engagements now conform to professional standards in all material respects. The nature of the non-conforming items and the results of the remediation procedures are summarized in the table attached to this report.

**Outside party conclusion:** I conclude that the firm has satisfactorily addressed this item as of this date, although it is acknowledged that there is continuing responsibilities for which compliance can only be assessed in the future.

**Response letter item 2:** The managing partner of the firm has performed a staffing needs analysis taking into consideration the composition of the firm's accounting and auditing client base and anticipated changes in personnel. The analysis took into consideration a hiring plan as appropriate, qualifications of current staff and CPE needs. The process also included consideration of the nature and quality of the CPE program of the firm. I reviewed the firm's documentation prepared in response to this item.

**Outside party conclusion:** I conclude that the firm has satisfactorily addressed this item as of this date, although it is acknowledged that there is continuing responsibilities for which compliance can only be assessed in the future.

**Response letter item 3:** The firm has decided to outsource its inspection/monitoring procedures to other qualified CPA's. The inspection for the year ended May 31, 2021 is being performed on an outsourced basis and the inspection report is attached to this letter. I performed the inspection.

**Outside party conclusion:** I conclude that the firm has satisfactorily addressed this item as of this date, although it is acknowledged that there is continuing responsibilities for which compliance can only be assessed in the future. Further, the inspection report reflects to a large degree, a continuation of many of the matters noted during the peer review. However, it should be recognized that the peer review was not completed until 2021 (ie, peer review report dated January 27, 2021) and as a result, the firm has not had time to address many of the issues as of this date.

Peer Review Committee

November 29, 2021

Page Three

Response letter item 4: Regarding client and engagement acceptance and continuance policies, this finding noted significant issues with audits of Employee Benefit Plan engagements. The firm has traditionally had a small client base in this area and included only two such engagements at the time of the 2020 peer review. The firm has decided to comply with its quality control policies and procedures in this area which resulted in purging all engagements of Employee Benefit Plans. One such engagement terminated due to normal client rotation procedures and the other was terminated by my assisting the client in finding another audit firm.

Outside party conclusion: I conclude that the firm has satisfactorily addressed this item as of this date, although it is acknowledged that there is continuing responsibilities for which compliance can only be assessed in the future.

I discussed the results of my procedures with the firm.

In my opinion, the firm has satisfactorily addressed the corrective actions prescribed by the Committee; however, since many of the issues identified during the peer review were also noted during the inspection, I recommend the Committee require the firm to submit a copy of the May 31, 2022 inspection report and that the inspection be outsourced to a qualified party.

This letter is intended solely for the information and use of the Committee and the partners of Powell & Jones and is not intended as a substitute or replacement for the peer review documents issued on the firm's 2020 peer review.

Sincerely,

  
Richard A. Stalvey  
Certified Public Accountant

Enclosures

xc: Mr. Richard Powell, CPA

**Powell & Jones**  
**Schedule of Deficiencies on Non-Conforming Engagements**  
**and Remediation Procedures Performed**  
**Peer Review Year Ended May 31, 2020**

Source of Deficiency	Brief Description of Deficiency	CRA-Review	ERP-Audit	AUP	Comments, if Any
MFC 3	Inappropriate financial statement titles and terminology.	✓			
MFC 3	Disclosure of major repairs & replacements omitted and report did not address omission.	✓			
MFC 3	Accountant's report did not correctly address the required supplementary information.	✓			
MFC 5	The limited scope report did not address both of the supplemental schedules.		✓		
MFC 5	SOC-1 report was not adequately reviewed.		✓		
MFC 5	Complementary user controls were not addressed or tested.		✓		
MFC 5	Risk assertions were addressed at the account arcs rather than by relevant assertions.		✓		
MFC 5	The rep. letter did not address both years and was not tailored to the specific engagement.		✓		
MFC 5	Work papers were not signed off and dated by the preparer and the reviewer.		✓		
MFC 5	Some work papers were incomplete in terms of full documentation of the procedure performed.		✓		
MFC 5	Contributions testing reflected inadequate results with no apparent follow-up.		✓		
MFC 5	Audit programs were completed, but steps were not dated.		✓		
MFC 5	The wp's contained certain completed practice aid cklists that were not relevant to the plan.		✓		
MFC 5	A discl. cklist was completed but had some incorrect responses & some items not addressed.		✓		
MFC 7	Report contained a conclusion section and did not disclaim a conclusion.			✓	
MFC 7	Descriptions of procedures performed were nonspecific and general.			✓	

**Legend:**

✓ Remediation procedure performed, documentation reviewed by outside party and conclude now in conformity with professional standards in all material respects. In addition, the affected reports were recalled & reissued.

0 Remediation procedure not performed or not satisfactory.

Notes: Cells with no check marks or 0's were not identified by the peer reviewer as an applicable deficiency for that engagement item.

*Amel G. Skatney*

# HOLLAND & REILLY

CERTIFIED PUBLIC ACCOUNTANTS  
601 NORTH FERN CREEK  
SUITE 200  
ORLANDO, FLORIDA 32803

(407) 894-6803  
(407) 896-3044 Fax

DAVID S. HOLLAND, CPA  
THOMAS F. REILLY, CPA

AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
ASSOCIATION OF  
CERTIFIED FRAUD EXAMINERS

## Report on the Firm's System of Quality Control

January 27, 2021

To the Partners of  
Powell & Jones  
and the Peer Review Committee of the FICPA

We have reviewed the system of quality control for the accounting and auditing practice of Powell & Jones (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Deficiencies Identified in the Firm's System of Quality Control

We noted the following deficiencies during our review:

1. The firm's policy for engagement performance and documentation provides for engagements to be properly planned, performed, supervised, reviewed, documented and reported on or communicated in accordance with requirements of professional standards. Our review of selected engagements revealed the firm's reports and underlying working papers contained a significant number of reporting departures, procedural omissions and marginal documentation. Engagements performed under *Government Auditing Standards* contained departures from professional reporting standards for incorrect wording and omissions; related working papers and checklists were missing or partially completed and lacked sign-off or dating. An agreed-upon procedures report failed to



adhere to professional standards by departing from guidance for required reporting terminology. Two Single Audit engagements improperly reported on federal and State awards, CFDA numbers and/or low-risk auditee identification and misapplied related practice aids and supplemental compliance guidance. A homeowners' association review engagement for which applicable practice aids were not used omitted required disclosures and misreported on required supplementary information. Several of these engagements were found to be nonconforming. The forgoing illustrates the inadequacy of the firm's supervisory review process.

2. The firm's quality control policies and procedures assign the managing partner responsibility to determine the firm processes the requisite competence and capabilities (including time, resources and licensure) to perform its engagements within those capacities and comply with legal and relevant ethical requirements. These leadership responsibilities also include recruiting, hiring and training staff with appropriate characteristics to perform competently and exercising the proper supervisory oversight needed to ensure compliance with professional standards. Our review of the firm's system of quality control revealed it maintains a longstanding clientele in industries with significant public interest such as governmental units and employee benefit plans. The firm's staff is relatively small in relation to number, size and complexity of its client base, none of whom, other than the two shareholders, hold a CPA certificate and have a relatively short experience with the firm. The firm's continuing education program is mostly self-study, online webinars. This scenario poses various risks for the management of any firm dealing with highly specialized accounting and auditing issues without a depth of experience and education commensurate to the challenges; and those influences show up in its supervision and mastery of professional standards.
3. The firm's quality control document specifies that monitoring be performed in accordance with quality control standards. We noted that monitoring was performed; however it was ineffective, and not performed in accordance with professional standards. Not all elements of quality control were reviewed. (Acceptance and Continuation of Clients, and Monitoring) The engagement selection was not comprehensive as not all levels of service were selected, including employee benefit plans which were the basis of the previous pass with deficiencies rating. Inappropriate checklists were used to review engagements resulting in none of the findings and deficiencies noted on this review being detected. The monitoring was performed by the same engagement partner responsible for many of the firm's engagements, thus a truly independent review was not applied to the few engagements selected. The firm does not utilize a qualified outside consultant.
4. The firm's quality control policies and procedures provide that it accept and continue only client relationships and specific engagements when it has determined that the requisite competence and capabilities (including time, resources, and licensure) exist within the firm to perform the engagement. The firm must consider the advisability of continuing engagements for which there may be significant risk of not performing or reporting in accordance with professional standards. Upon reviewing an employee benefit plan audit, we noted several departures from professional standards including incomplete reporting on supplementary information, the service organization control report was not adequately reviewed and failed to test complementary user controls, improper risk assessment at the audit area level rather than the assertion level, improperly worded representation letter which failed to address applicable periods presented, lack of sign-off and dating of working papers and audit programs and checklists, so that such departures rendered the engagement nonconforming. Similar departures from professional standards on this type of engagement were noted in the firm's prior review. The firm's resources were insufficient to overcome the presumption the firm should continue to undertake this type of engagement without the assistance of an outside professional.

### Opinion

In our opinion, except for the deficiencies previously described, the system of quality control for the accounting and auditing practice of Powell & Jones in effect for the year ended May 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Powell & Jones has received a peer review rating of *pass with deficiencies*.

  
Holland & Reilly

## **ADDITIONAL DATA**

### **LICENSED TO PRACTICE IN FLORIDA**

Powell & Jones and all assigned key professional staff are properly licensed and registered to practice in the State of Florida as follows:

### **NO DESK OR FIELD REVIEWS**

We have had no negative findings relating to federal or state desk reviews of our audits during the past twenty years. We have had no regulatory field reviews of our audits during the past twenty years.

### **NO REGULATORY ISSUES**

Neither our firm nor any of its partners or employees have had any complaints against them or received any disciplinary actions by the State Board of Accounting or any other regulatory bodies or professional associations over the past thirty years. Approximately thirty-one years ago we had a complaint regarding a report prepared under the then-new federal Single Audit requirements. We corrected the report and the case was closed.

### **NO LITIGATION**

During our career of forty-seven years, we have never had any litigation against our firm, it's partners or any of our team members.

## AUDIT TEAM EXPERIENCE

The following Certified Public Accountants will comprise the management team assigned to your audit and they will work on all phases of the audit:

Richard C. Powell, CPA  
Marian J. Powell, CPA

They will be assisted by associates and staff accountants who have extensive experience in performing municipal and other governmental audits and services. Each of these staff can perform all aspects of municipal audits with minimal supervision. All of our staff are employed on a full-time basis, and we do not subcontract any of our engagements.

**Richard C. Powell, CPA** will be the engagement partner and co-audit manager for the audits. He has over thirty years of direct experience on municipal audits and a wide range of management advisory services to Florida cities. His wide range of services to many cities, will enhance the quality of services available to WVHA.

**Marian Jones Powell, CPA** will serve as co-audit manager for the audit. She has also performed municipal and City audits and related management advisory and other services to City governments for over thirty years. During this period, she has worked closely with City officials and financial employees and will thus continue to offer her unique qualifications to WVHA.

**Emilie Braswell, CPA Candidate** will serve as staff auditor on portions of the audit. Emilie has also worked exclusively in governmental and non-profit audits in her career and has also worked on twenty City audits.

**Karl Harmon, CPA Candidate** will serve as staff auditor on portions of the audit. Karl has also worked exclusively in governmental and non-profit audits in his career and has also worked on twenty City audits.

Continuing education requirements of the American and Florida Institutes of C.P.A.s and Government Auditing Standards relating to governmental audits have been met by each staff member through the reporting period ended June 30, 2022. All courses were Yellow Book compliant. All staff have fully completed their CPE requirements for the reporting period ending June 30, 2022.

The important thing to understand is that every staff member of our staff who work on your audits are very experienced in your size and form of city government. We do not have multiple layers of supervision and since at least one of our owners will always be on-site working, all review and interaction regarding any possible audit findings will be promptly discussed with you as they arise,

rather than weeks later when memories are not as fresh and documents have been refiled.

Due to the manner in which we schedule our major audits and the fact that our professional staff and clients are very stable, we can assure WVHA of continued high-quality staffing and services over the term of our service to WVHA.

We may be considered to be a smaller firm when compared to our competitors, however, due to the fact that we exclusively audit governmental and non-profit entities, our staff meet and exceeds those of other firms.

All of our CPAs and firm are members of the AICPA and FICPA.

### **SUPERVISION AND INTERNAL REVIEW PROCESS**

As an integral element of our commitment to provide audit services to local governments of the highest quality, we have adopted stringent supervision and internal review procedures. The foundation of these procedures is maintaining a very competent and experienced audit staff who perform governmental audits on a year-round basis.

Our two partners/owners are responsible for reviewing the progress of audits on a continuous basis, as well as performing formal workpaper reviews when audits are completed. Audit reports are generally prepared by the staff performing the audits in compliance with and utilizing formats established by our Firm. Once completed and reviewed at the staff level, including completion of report and disclosure checklists, the reports are completely reviewed by a partner who writes the draft and final management letters.

All reports are delivered and discussed with client officials and governing boards by the partner in charge.

## RICHARD C. POWELL, CPA



### Education Background

B.S. degree in Finance, Florida State University  
Upper division accounting courses, Florida State University and University of North Florida  
Professional development courses in local government accounting and auditing

2020 -21 - 40 hours Non-profit/governmental auditing  
2019 -20 - 40 hours Non-profit/governmental auditing  
2018 -19 - 40 hours Non-profit/governmental auditing  
2017-18 - 40 hours Non-profit/governmental auditing  
2016-17 - 40 hours Non-profit/governmental auditing  
2015-16 - 40 hours Non-profit/governmental auditing  
2014-15 - 40 hours Non-profit/governmental auditing  
2013-14 - 28 hours Non-profit/governmental auditing  
2012-13 - 32 hours Non-profit/governmental auditing  
2011-12 - 64 hours Non-profit/governmental auditing'

### Career Experience

- Performed and supervised approximately 300 local governmental audits.
- Powell & Jones, CPA's - General Partner
- DeRosia & Powell, CPA's - General Partner
- Foreman, Kelly, Powell & Ruff - General Partner

During public accounting career, developed the extensive local government and non-profit practice of present clients listed for whom services provided included auditing, accounting, and management advisory services. This practice has been developed and maintained over a continuous thirty-year period.

Bureau of Local Government, Office of State Comptroller, Program Accounting Manager.

- Served as co-chairman of committee and performed technical draft work on the uniform local government accounting system prescribed to Florida cities pursuant to Section 218.33, *Florida Statutes*.
- Assisted in development the current state annual reporting system followed by all Florida local governments.
- Attended and participated in local government accounting seminars as a representative of the State Comptroller's Office.

### Professional and Civic Organizations

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants - Committee on State and Local Government  
Columbia County 2005 Business Person of the Year  
Haven Hospice of Suwannee Valley - Capital Campaign Steering Committee Co-Chair (raised \$3 million)  
Kiwanis Club - Past Lt. Governor, President, Vice-President, Treasurer, Secretary, Board of Directors  
Columbia County Boy's Club - past Treasurer, Board of Directors  
Lake City/Columbia County Chamber of Commerce - Administrative Committee  
North Florida Youth Sports Foundation, Inc. - Treasurer  
First United Methodist Church - Chairman of Finance  
Lake City Country Club - Past President, Past Treasurer

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PROFESSIONAL REGULATION



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LICENSEE DETAILS

1:38:18 PM 6/7/2022

Licensee Information

Name: **POWELL, RICHARD CRAIG JR (Primary Name)**  
Main Address: **1359 SW MAIN BLVD  
LAKE CITY Florida 32025**  
County: **COLUMBIA**  
License Location: **1359 SW MAIN BLVD  
LAKE CITY FL 32025**  
County: **COLUMBIA**

License Information

License Type: **Certified Public Accountant**  
Rank: **CPA**  
License Number: **AC0005655**  
Status: **Current,Active**  
Licensure Date: **06/10/1976**  
Expires: **12/31/2022**

Special  
Qualifications

Qualification Effective

Alternate Names

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

**POWELL, RICHARD CRAIG JR**

1359 SW MAIN BLVD  
LAKE CITY FL 32025

LICENSE NUMBER: AC00005655

EXPIRATION DATE: DECEMBER 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

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## **MARIAN JONES POWELL, CPA**



### **Educational Background**

**B.S. degree in Accounting - University of Florida**

**Post-graduate work in computer science**

**Professional development courses in local government accounting and auditing**

**2020 -21 - 40 hours Non-profit/governmental auditing**

**2019 -20 - 40 hours Non-profit/governmental auditing**

**2018 -19 - 40 hours Non-profit/governmental auditing**

**2017-18 - 40 hours Non-profit/governmental auditing**

**2016-17 - 40 hours Non-profit/governmental auditing**

**2015-16 - 40 hours Non-profit/governmental auditing**

**2014-15 - 40 hours Non-profit/governmental auditing**

**2013-14 - 60 hours Non-profit/governmental auditing**

**2012-13 - 20 hours Non-profit/governmental auditing**

### **Career Experience**

- **Powell & Jones, CPAs - General Partner**
- **DeRosia & Powell, CPAs - Senior Accountant**
- **Foreman, Kelly, Powell & Ruff - Senior Accountant**

**During public accounting career, specialized in local government auditing and performed a wide range of services to present local government clients.**

### **Professional and Civic Organizations**

**American Institute of Certified Public Accountants**

**Florida Institute of Certified Public Accountants**

**Lake City/Columbia County Chamber of Commerce**

**First United Methodist Church - Treasurer, Adult Sunday School Teacher, Certified Lay Speaker**

**Columbia County Literacy Council - Reading Teacher**

**First United Methodist Church of Lake Butler - Pastor**

**Haven Hospice - Family Volunteer**

**Columbia County Jail Ministry**



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**LICENSEE DETAILS**

1:40:22 PM 6/7/2022

**Licensee Information**

**Name:** POWELL, MARIAN JONES (Primary Name)  
**Main Address:** 1359 SW MAIN BLVD  
LAKE CITY Florida 32025  
**County:** COLUMBIA  
**License Location:** 1359 SW MAIN BLVD  
LAKE CITY FL 32025  
**County:** COLUMBIA

**License Information**

**License Type:** Certified Public Accountant  
**Rank:** CPA  
**License Number:** AC0008051  
**Status:** Current, Active  
**Licensure Date:** 09/14/1979  
**Expires:** 12/31/2022

**Special Qualifications** Qualification Effective

**Alternate Names**

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# Individual Qualifications

## EMILIE BRASWELL

As a senior accountant and a lead auditor for Powell & Jones, CPAs, Emilie provides audit and assurance engagement services for Powell & Jones CPA's non-profit clients. Her responsibilities include audit planning, evaluating and assessing audit risk, the performance and supervision of fieldwork and financial statement preparation.

Emilie holds a Bachelor's Degree in both accounting and mathematics as well as a Master's Degree which she earned from the University of Manila in 2005.

She has exceeded the continuing professional education requirements of the State Board of Accountancy with classes specific to non-profit auditing as required by the U.S. Government Accountability Office.

### Emilie's experience includes:

- 4 years auditing special districts and non-profit organizations expending federal funds under OMB *Uniform Guidance* and Chapter 10.550, *Rules of the Auditor General*.
- 160 hours of qualifying governmental audit continuing education over the past four years.
- Lead auditor (including fieldwork) on 30 audit engagements specific to OMB *Uniform Guidance* for non-profit organizations.



### NON-PROFIT ORGANIZATIONS

ARC North Florida  
ARC Foundation  
Big Bend Area Health Education Center, Inc.  
Big Bend Rural Health Network  
CareerSource Capital Region  
CareerSource Citrus, Levy, Marion  
CareerSource Florida Crown  
CareerSource North Florida  
CareerSource Pasco Hernando  
CareerSource Pinellas  
CareerSource Suncoast  
CareerSource Tampa Bay  
Central Florida Area Health Education Center  
Habitat for Humanity of Lake City/  
Columbia County, Inc.  
Lake City Humane Society  
Northeast Florida Area Health  
Education Center, Inc.  
Trenton Medical Center  
United Way of Suwannee Valley, Inc.  
WellFlorida, Inc.

### SPECIAL DISTRICTS

Aucilla Solid Waste Management  
First Coast Workforce Development  
Lake Shore Hospital Authority  
Nature Coast Regional Water Authority  
Saint Johns Harbor Water Association, Inc.  
Suwannee River Water Management District  
Suwannee Valley Transit Authority  
Taylor Coastal Water and Sewer District  
Wilderness Coast Public Libraries

# Individual Qualifications

**EMILIE BRASWELL**

## RELEVANT EXPERIENCE

COUNTIES AND CITIES	NON-PROFIT ORGANIZATIONS	SPECIAL DISTRICTS
Columbia County	ARC North Florida	Aucilla Solid Waste Management Administration
Suwannee County	ARC Foundation	FirstCoast Workforce Development Consortium
Taylor County	Big Bend Area Health Education Center, Inc.	Lake Shore Hospital Authority
Wakulla County	Big Bend Rural Health Network	Nature Coast Regional Water Authority
Archer	CareerSource Capital Region	Saint Johns Harbor Water Association, Inc.
Davenport	CareerSource Citrus, Levy, Marion	Suwannee River Water Management District
Dunnellon	CareerSource Florida Crown	Suwannee Valley Transit Authority
Fanning Springs	CareerSource North Florida	Taylor Coastal Water and Sewer District
Hilliard	CareerSource Pasco Hernando	Wilderness Coast Public Libraries
Horseshoe Beach	CareerSource Pinellas	
Mayo	CareerSource Suncoast	
Micanopy	CareerSource Tampa Bay	
Mulberry	Central Florida Area Health Education Center	
Otter Creek	Habitat for Humanity of Lake City/Columbia County, Inc.	
Perry	Lake City Humane Society	
Port Richey	Northeast Florida Area Health Education Center, Inc.	
Trenton	Trenton Medical Center	
Waldo	United Way of Suwannee Valley, Inc.	
Worthington Springs	WellFlorida, Inc.	

# Individual Qualifications

## KARL HARMON

As a senior accountant and lead auditor, for Powell & Jones, CPAs, Karl performs audit and assurance services for both our non-profit and governmental clients. He works in all stages of the engagement process and his responsibilities include risk assessment, audit planning and the performance and supervision of fieldwork. He specializes in the preparation of the financial statements and will assist with both the statements and annual financial report for WVHA.

## EXPERIENCE

Karl has over eight years' experience in audit and assurance services and specializes exclusively in our audit engagements for governmental and non-profit clients.

## EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Karl holds both a Bachelor's Degree and an MBA in Accounting, from Saint Leo University. He has exceeded the continuing professional education requirements of the State Board, with classes specific to non-profit and governmental auditing, as required by the U.S. Government Accountability Office.



### NON-PROFIT ORGANIZATIONS

CareerSource Capital Region  
CareerSource Citrus, Levy, Marion  
CareerSource Florida Crown  
CareerSource North Florida  
CareerSource Fort Meyers  
CareerSource Pasco Hernando  
CareerSource Polk  
CareerSource Tallahassee  
Citrus County Hospital Board  
Heartland Rural Health Network  
Suwannee River Area Health Network  
Trenton Medical Center (Palms)  
WellFlorida, Inc.  
West Florida Area Health Education Center  
WorkNet Pinellas

### SPECIAL DISTRICTS

Aucilla Solid Waste Management  
First Coast Workforce Development  
Lake Shore Hospital Authority

# Individual Qualifications

**KARL HARMON**

## RELEVANT EXPERIENCE

RELEVANT EXPERIENCE	
GOVERNMENTAL ENTITIES	NON-PROFIT ORGANIZATIONS
Archer	CareerSource Capital Region
Aucilla Solid Waste Management	CareerSource Citrus, Levy, Marion
Branford	CareerSource Florida Crown
Citrus County Hospital Board	CareerSource Fort Meyers
Columbia County	CareerSource North Florida
Davenport	CareerSource Pasco Hernando
Dixie County	CareerSource Polk
Dunnellon	CareerSource Tallahassee
Jennings	Citrus County Hospital Board
Horseshoe Beach	Heartland Rural Health Network
Lake Butler	Suwannee River Area Health Network
Lake Shore Hospital Authority	Trenton Medical Center (Palms)
Madison	WellFlorida Council
McIntosh	West Florida Area Health Education Center
Micanopy	WorkNet Pinellas
North Central Florida Regional Planning Council	
Perry	
Port Richey	
Suwannee County	
Taylor County	
Trenton	
Wakulla County	
Waldo	
Wewahitchka	
White Springs	





## WORKPLAN SPECIFIC AUDIT APPROACH

Our auditors utilize a positive approach that maximizes the efficiency and effectiveness of the audit. Audit programs are “tailor made” for each engagement to enhance our ability to provide quality professional services and to produce results that are qualitative in nature. Specific examination procedures are principally oriented toward determining the effectiveness of the intended internal controls, ascertaining whether they are actually functioning as planned, and testing the final accounting results to determine that they are in fact sufficiently reliable and accurate to support the expression of a favorable audit opinion.

### Procedural Approach

As in all audits, the opinion expressed on the fairness of the financial statements is reached by the process of evaluating the evidence gathered in the course of the audit. Our primary function is to gather competent evidential matter that corroborates the assertions made by management in the financial statements. The principal techniques used by our auditors to acquire evidence on which the expression of our opinion is based are as follows:

- **Examination (inspection)** - One of our principal objectives is to substantiate the authenticity of various recorded figures and entries. Evidence of such authenticity is typically gathered by reference to documents pertaining to the transaction that occurred. Therefore, procedures are implemented to gather evidence to support the financial statement assertions regarding the existence of recorded assets, liabilities, and fund equity components at year-end.
- **Confirmation** – The process of confirmation is closely related to that of inspection, but is used to obtain supporting evidence by direct requests from third parties rather than by reference to items of evidence readily available.
- **Observation** - To ascertain compliance with certain prescribed procedures, we will frequently use the technique of observing your financial operations. These procedures

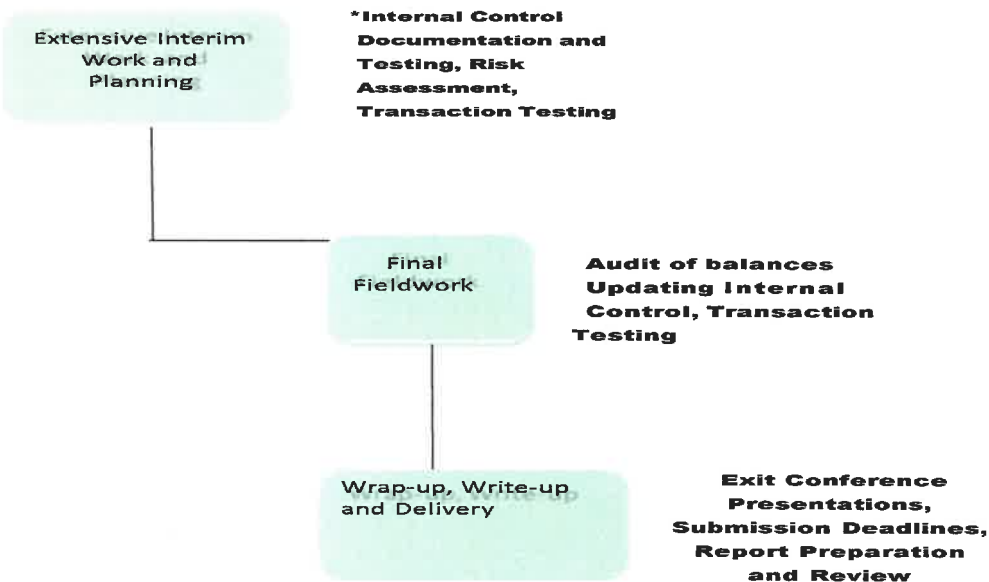
can be implemented to gather evidence to support the financial statement assertions regarding the completeness of selected account balances and transactions included in the financial statements.

- **Verification** - Generally, all of our activities related to the formulation of an opinion on your financial statements are referred to as verification procedures. However, specific tasks are performed to support the specific financial statements assertions regarding the:
  - Accuracy of recorded balances and related account classifications;
  - Valuations of account balances based on generally accepted accounting principles;
  - Cut-off procedures employed by management to consistently record all transactions in the appropriate accounting period(s).
- **Inquiry** – In all audits, a substantial amount of information is gathered by direct inquiry of your personnel. Through carefully phrased questions we can ascertain that individuals are properly carrying out the responsibilities assigned to them. We can also gather specific information about selected accounting items or transactions to support decisions made by management personnel when other corroborating evidence is not readily available.

Proposed Segmentation of the Engagement

Proper planning and communication are essential to an effective and efficient audit. Issues are identified, discussed, and resolved as early as possible. All members of the audit team and the firm are available to WVHA’s management at all times throughout the process. Our audit approach utilize was substantiative tests, compliance tests, tests of controls, and analytical procedures. The audit can be broken down into three distinct phases:

The following pages present, in table format, a summary of the approach that will be followed by Powell & Jones for each segment of the audit. This approach was formulated based on our understanding of Town government activity gained through our many years of experience serving similar entities.





**WEST VOLUSIA HOSPITAL AUTHORITY**  
**Proposed Specific Audit Approach**

Audit Segment Area	Audit Hours	
	SUPR	STAFF
1. General Planning Procedures - Planning activities covering engagement acceptance, determination of audit entry and single audit requirements, preliminary analytic review procedures of revenues and expenditures. Risk assessment procedures including communication with internal staff and audit committee. Review of reporting compliance, determination of sequence of audit procedures and assignment of staff in cooperation with client financial staff. Obtain understanding of internal control system.	8	4
2. General Auditing Procedures - Obtain trial balances and related schedules, review budgets and amendments, review journal entries and related amounts, search for commitments and contingencies, prepare outside confirmations, review subsequent events, review related party transactions, review for completeness, supervise staff throughout audit.	4	6
3. Minutes, Contracts, Ordinance and Laws - Review Council minutes and abstract information relating to audit including bid awards, budget adoption and amendments, new grant awards, bid awards, new debt, change in policies, new loans, changes in revenue rates, authorizations for fund balance reserves, bank accounts and funds opened or closed and other financial related matters. Update general knowledge of federal and state laws and regulations applicable to Town. Obtain and review applicable policies and procedures manuals.	4	
4. Cash - Identify all depositories and prepare confirmations. Obtain and audit all bank reconciliations, including all reconciling items. Inspect selected checks. Assure that all banks are qualified depositories. Perform surprise cash counts, perform other steps as required.	-	4
5. Investments - Determine all investments held and audit for eligibility with state and city requirements. Review investment activity, confirm appropriate balances, audit allocation of balances and interest to funds.	-	4
6. Revenues and Receivables - Governmental Funds - Identify and confirm major sources of revenue including ad valorem taxes, state amounts and shared revenues, franchise and similar revenues determine Audit that revenues are properly classified and recorded. Audit that receivables are properly recorded. Apply specific procedures to specific balances.	4	8
7. Revenues and Receivables - Proprietary Funds - Schedule billing and collection procedures. Compare billed receivables to actual collections. Audit accounts receivable including selected confirmations, perform additional procedures as required. From random sample of cash receipts perform attribute sampling procedures. Test/compare allowance for bad debts. Audit customer deposits. Perform any additional procedures to respond to fraud risk.	4	8
8. Expenditures for Goods and Services and Accounts Payable - Review policies and laws relating to expenditures for goods and services, select random sample of disbursements and perform attribute sampling procedures for compliance testing. Perform audit of accounts payable at year end. Perform audit for unrecorded payables. Review detail of expense accounts and vouch unusual items. Perform ratio analysis of selected and material line items.	10	12

9. Payroll and Related Liabilities - Compare payroll expenditures by department to prior years and budget, reconcile total payroll amounts to payroll tax returns. Audit year end accruals and accrued leave balances. Select random sample of payroll disbursements for attribute sampling for compliance testing.	-	8
10. Fixed Assets and Expenditures - Obtain listing of fixed assets and capitalization policies. Document that evidence of current physical inventory has been performed. Trace current year additions for capital outlay expenditure accounts to fixed asset schedule. Trace selected property items to fixed asset accounts. From selected capital outlay examine supporting documentation for property acquisition. For construction in progress examine supporting documentation. Trace authorizations for selected current year requirements. Test computation of current year depreciation. Review leases for proper classification and treatment. Have report prepared for GASB 34 reporting requirements if applicable; test information in reports.	4	6
11. Fund Equities - Analyze changes in fund balance retained earnings for each fund. Identify and document any legal reservations on restrictions of equity accounts. Review changes in reserves. Audit transactions to equity accounts with applicable legal restrictions.	2	2
12. Insurance - Obtain and review insurance confirmations and applicable policy provisions. Confirm status of claims with legal counsel. Review compliance of policies for adequacy. Review whether employee bonding is adequate	4	-
13. General Auditing Completion Procedures - Perform review of subsequent events. Perform final analytic reviews and evaluate overall risk assessment procedures. Obtain representation letters. Prepare draft financial statements and notes and draft compliance reports, including all reportable conditions. Draft other required reports, including Florida Annual Financial Report. Hold exit interviews as required. Document and review all work papers and audit documents. Review completed financial reports and present or distribute as required.	12	4
Total Hours by Staff Level	56	108
Grand Total Hours		114

ESTIMATED STAFF HOURS BY CATEGORY		
	Hours	Percent
Partner	24	15%
Other CPA/Supervisor	38	24%
Staff Auditor	94	61%
Total hours	156	100%



## STATISTICAL SAMPLING TECHNIQUES

As defined by professional auditing standards, audit sampling is the application of an audit procedure to less than 100 percent of the items within an account balance or class of transactions for the purpose of evaluating some characteristic of the balance or class. Those sampling procedures routinely include statistical and non-statistical sampling based upon:

- The nature of the sample population;
- The nature of the items) being examined and/or the proposed outcome of the sample results;
- The sample size; and
- The significance of the anticipated results

We currently expect to perform the following types of sampling:

- **Attribute sampling** – to test the rate of deviation from a prescribed internal control procedure to determine whether planned reliance on that control is appropriate. In addition to tests of compliance with prescribed control procedures, attribute sampling will be used for certain substantive procedures to test for possible unrecorded transactions and for testing existing account balances. It is also used extensively to test compliance with applicable laws and regulations; and
- **Variable sampling** – to reach a conclusion about the adequacy or reasonableness of an account balance.

Ordinarily, the significant portions of the sampling strategy are identified at the onset of the engagement, and are coordinated with the remaining auditing procedures to produce timely and efficient results. To promote efficiency in the audit of WVHA, Powell & Jones intends to utilize various forms of audit sampling where appropriate in conducting the audits of the entities comprising WVHA,

<u>Type of Audit Test</u>	<u>Examples of Procedures Using Sampling</u>
<b>SUBSTANTIVE TESTS OF BALANCES</b>	<ul style="list-style-type: none"> <li>• Confirmation of residential customer receivables of enterprise fund, if appropriate</li> </ul>
<b>SUBSTANTIVE TESTS OF TRANSACTIONS</b>	<ul style="list-style-type: none"> <li>• Vouching expenditures</li> <li>• Payroll</li> <li>• Goods and services</li> </ul>
<b>TESTS OF CONTROLS</b>	<ul style="list-style-type: none"> <li>• Inspecting documents supporting transactions selected for substantive tests for indications of performance of internal controls</li> </ul>
<b>TESTS OF COMPLIANCE WITH LAWS AND</b>	<ul style="list-style-type: none"> <li>• Inspecting documents supporting expenditures charged to grant programs for compliance with laws and regulations</li> </ul>

**Substantive Tests of Balances.** Our objective in using a substantive test of a balance sheet account balance is to decide whether the balance is materially misstated. This is usually necessary in applying a substantive test of a balance when the balance is composed of a large number of items and the remaining balance, after identifying individually significant items, exceeds tolerable misstatement for the fund containing the balance. Audit sampling used to perform substantive tests of balances may be employed in the confirmation of accounts receivable for residential customers of enterprise funds, as applicable.

**Substantive Tests of Transactions.** Our objective in using a substantive test of transactions is to decide whether the total of a transaction class presented in an operating statement is materially misstated. We will inspect documents selected using sampling techniques that support recorded transactions to determine whether the transactions are valid, and valued and coded properly. This test will be used for most types of expenditures, e.g., payroll, expenditures for goods and services, capital expenditures, and debt service expenditures. It may also be used for types of revenue that are recorded when cash is received, e.g., licenses, fees, permits or fines, performance bonds, and court fees.

**Test of Controls.** We will use audit sampling for tests of controls that involve inspection of documents and reports indicating performance of the control and in many cases, re-performance of the application of the control. This type of test controls using audit sampling achieves the objectives of the operating effectiveness of a control and how the control (whether manual or automated) was applied, the consistency with which it was applied during the audit period, and by whom it was applied.

**Tests of Compliance with Laws and Regulations.** The purpose of tests of compliance with laws and regulations is to determine whether there have been instances of noncompliance that may have a material effect on the financial statements or to provide a basis of reporting on

WVHA's compliance with such laws and regulations. As a result, tests of compliance with laws and regulations are substantive tests usually accomplished by examining supporting documentation. In a Single Audit, or in the audit of a governmental unit with other significant grant or similar programs, this type of audit test is frequently applied using audit sampling. We will select a representative sample of revenue and expenditure transactions and inspect supporting documentation to determine compliance with relevant laws and regulations. Where feasible, we will conduct these tests simultaneously with substantive tests of transactions.

**Sample Sizes** Sample sizes will be determined based upon the types of sampling to be performed and the related formulas contained in our professional literature and audit manuals. Generally, the sample sizes will range as follows:

Test of Balances	Based upon materiality formula
Test of Transactions	Based upon materiality formula
Test of Controls	40 – 60
Test of Compliance with Laws and Regulations	40 – 60



## ANALYTICAL PROCEDURES TO BE UTILIZED IN AUDIT

Analytic procedures will be utilized throughout the audit process to maximize the effectiveness and efficiency of the audit. Based upon our many years of performing municipal audits, we plan to use various analytic procedures in the following audit areas:

1. **General planning** - comparison of account balances between accounting periods and trend analysis to improve an understanding of WVHA's entities and to identify critical audit areas. Comparison of revenue and expenditure amounts with prior year and current year budget amounts.
2. **Governmental fund revenues** - computation of taxable bases times rates of tax or equivalent units, to verify amounts of revenue types recorded.
3. **Inventories** - comparison of year-end inventory levels to prior periods.
4. **Payroll** - comparison of payroll expenditures to prior period actual and current year budget. Reconciliation of total payroll amounts to payroll tax returns.
5. **Debt service expenditures** - computations of interest rates time debt amounts to verify interest expense.
6. **Final overall audit review** - overall review of financial statements required by professional standards and financial condition assessment procedures required by *Rules of the Auditor General* (Sections 10.554 and 10.556).
7. **Substantive tests** - benchmark comparisons with equivalent amounts from comparable cities, trend analysis of changes to accounts over time; ratio analysis involving use of established financial ratios and comparison to peer city results.

Due to the fact that we have long-term audit experience with Entities the same size as WVHA, we believe we are uniquely equipped to utilize our ongoing experience to provide WVHA with the best audits possible at the most reasonable cost.



## APPROACH TO UNDERSTANDING WVHA'S INTERNAL CONTROL STRUCTURE

The internal control structure of WVHA is comprised of the following elements:

1. Control environment.
2. Risk assessment.
3. Information and communication.
4. Monitoring.
5. Control activities.

In planning the audit of WVHA, we will obtain an understanding of each of these components of internal control sufficient to plan the audit. In accomplishing this, we will perform procedures to understand the design of controls relevant to the audit of financial statements, and determine whether they have been placed in operation as further described and applicable to each audit entity.

### Understanding the Control Environment

The control environment sets the tone of WVHA and influences the control consciousness of its Officers and employees. The control environment is the foundation for all other components of internal control and provides structure and discipline. The control environment of an organization includes the following factors:

- Integrity and ethical values.
- Commitment to competence.
- Attention and direction provided by the governing body or audit committee.
- Management's philosophy and operating style.
- Organizational structure.

- Manner of assigning authority and responsibility.
- Human resource policies and procedures.

Obtaining an understanding of the control environment of WVHA will consist primarily of interviews, observations and other communications that demonstrate management's attitude about controls and other indicators of management's integrity and motivation.

## Risk Assessment

Risk assessment refers to WVHA's identification, analysis, and management of risks relevant to the preparation of financial statements that are fairly presented, types of potential misstatements, and designing control activities to prevent or promptly detect those misstatements.

Risk relevant to the financial reporting process of WVHA may arise due to the following:

- Changes in the entity's operating environment.
- New personnel.
- New or revamped information systems.
- Rapid growth or reorganization within the agency.
- New technology.
- New business models, products, or activities.
- New accounting pronouncements.

In assessing risk in each audit entity, we will gain an understanding of how management identifies and takes action to address risks relevant to the entity's financial reporting objectives. This includes gaining an understanding about how management estimates the significance of those risks and assesses the likelihood of their occurrence.

We intend to gain this understanding based on our experiences with each agency type, general observations of agency activities, and discussions with management. This will specifically include conferences with WVHA's Finance Director and review of WVHA's information technology systems in accordance with professional standards.

## Information and Communication

**Information Systems.** The information systems relevant to financial reporting consist of methods established to identify, assemble, analyze, classify, record, and report transactions and conditions, and to maintain accountability for WVHA's agency's assets, liabilities, and equity. In addition, information systems generate information necessary to carry out many control activities. An information system may be computerized, manual, or a combination of the two, depending on the size and complexity of each entity.

We will obtain an understanding of the financial reporting system because such understanding is essential to design our substantive audit tests. This will specifically include a detailed review of WVHA's various computer systems as described above.



**Communication.** Communication relates to providing a clear understanding of internal control over financial reporting, how it works, and the responsibilities of individuals within the entity related to internal control.

Gaining an understanding of each entity's communication processes will include a review of accounting manuals, policies, or memoranda, supplemented by our long experience with municipalities similar to WVHA, observations of WVHA's activities and discussions with management.

### Understanding of Monitoring

Because of changes among personnel and changes within WVHA, it is essential that internal controls be monitored over time to determine whether they continue to be relevant and able to address new risks of WVHA. Monitoring is the process that assesses the quality of an organization's internal control over time and involves assessing the design and operation of controls on a timely basis and taking actions as necessary.

Since ongoing monitoring of the entity is the responsibility of the entity's governing body, we will concentrate on gaining an understanding of each entity's monitoring process. We intend to gain this understanding based on our experience with clients similar to WVHA, general observations of entity activities and discussions with management.

### Understanding of Control Activities

Control activities are the policies and procedures established to help ensure that management directives are carried out. Control activities may be automated or manual and may occur at all levels, and in all functions, of an entity. Control activities cover a range of activities and may include the following:

- *Performance Reviews* - such as comparison of actual results to budgets, forecasts, and prior period performance.
- *Information Processing Controls* - such as controls to check the accuracy, completeness, and authorization of individual transactions. Information processing controls include automated as well as manual controls.
- *Physical Controls* - such as physical security of assets, including adequate safeguards over access to assets and records, authorization for access to computer programs and data files, and periodic counting and comparison with amounts recorded in the accounting records.
- *Segregation of Duties* - such as assigning the responsibility for authorizing transactions, recording transactions, and maintaining custody of assets to different people within the organization.

The knowledge of control activities needed to plan our audits consists of the following activities:

- a. Identify types of potential misstatements.
- b. Consider factors that affect the risk of material misstatement.
- c. Design tests of controls, when applicable.
- d. Design substantive tests.

In determining these we will primarily rely on information gained from our internal control studies described above and our in-depth knowledge and understanding of WVHA's governmental environment.

## **USE OF TECHNOLOGY IN OUR AUDIT APPROACH**

To remain efficient and competitive in our governmental engagements, we have always embraced technology in the performance of our audits. Recently, technology has become of the utmost importance as COVID related precautions, restrictions and health concerns have made it necessary to perform as much of our audit work as possible, remotely.

While we would certainly prefer to perform our fieldwork on-site, we have adapted to these times by implementing a hybrid model in order to fully complete the audit planning, fieldwork and completion procedures.

We utilize the following technology to accomplish this:

### **1. Checkpoint Tools – PPC’s Engagement Practice Aid**

This software assists and automates much of the required risk assessment procedures in an audit as well as provides audit programs, various engagement letters as well as includes a comprehensive governmental resource library.

### **2. CCH ProSystem fx Engagement**

This comprehensive software provides a full complement of packages to fully automate and provide ‘paperless’ audit work papers.

### **3. Citrix ShareFile**

This very robust document and file saving software provides a secure portal in which to upload and electronically transfer documents needed as audit documentation.

### **4. Microsoft Office Suite**

We utilize this mainstay software in conjunction with our other software and separately in the analysis of various audit procedures.



## APPROACH TO DETERMINE LAWS AND REGULATIONS SUBJECT TO AUDIT

### Compliance with Laws and Regulations

In order to comply with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we must test WVHA's compliance with laws and regulations. We will identify laws and regulations to test for compliance by interviewing management and reviewing the following documents:

- Laws and regulations of WVHA.
- Investment and debt policy of WVHA.
- Florida State Statutes
- Management's consultation with other accountants
- Major issues discussed with management prior to being retained
- Difficulties encountered in performing the audit
- A report on Local Governmental Entity Financial Condition Assessment as required by the Florida Auditor General.
- Management Letter comments

In addition to these matters, it will be our goal to continue to provide each member of the Audit Committee a full and clear understanding of WVHA's finances and fiscal affairs, as well as a detailed understanding of each of their specific areas of responsibility. To accomplish this, we will continue giving the Audit Committee an in-depth review of our audit reports, and clearly

and fully address any concerns the members may have. Through this Committee and our subsequent formal presentation to WVHA's Council, it will be our objective to bring clarity and transparency to WVHA's finances and fiscal affairs.

**COST PROPOSAL**  
**WEST VOLUSIA HOSPITAL AUTHORITY**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**For the Audit of 2022 Financial Statements**  
**Powell & Jones, CPAs**

	<u>Hours</u>	<u>Quoted Hourly Rates</u>	<u>Fiscal Year Ended 9-30-22</u>
Partners	30	\$ 135	\$ 4,050
Other CPA/Supervisor	38	\$ 120	4,560
Staff Auditor	96	\$ 110	10,560
Travel	N/C		-
Total fees/hours	<u>164</u>		<u>\$ 19,170</u>

This all-inclusive fee includes the full scope of audit-related services required by West Volusia Hospital Authority, including preparation of Florida Annual Financial Report. The above quoted hourly rates will be utilized throughout the contract term for any additional services authorized by WVHA.

<u>Year Ended</u>	<u>Quoted Basic Audit</u>
9/30/2022	\$ 19,170
9/30/2023	20,500
9/30/2024	21,575
9/30/2025	22,500
9/30/2026	23,000
	<u>\$ 106,745</u>

THIS FEE QUOTATION REPRESENTS THE LUMP SUM FEE FOR THE SERVICES INCLUDED IN THE REQUEST FOR PROPOSALS. ANY POSSIBLE ADDITIONAL FEES OR COSTS WOULD BE SUBJECT TO PRIOR APPROVAL BY THE AUTHORITY.

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

We believe that client service references are the true measure of our, or any other, firm's qualifications.

The following is a listing of the governmental and non-profit organizations we currently serve as auditors and financial consultants. We have included a brief description of our services with these references.

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
<b>COUNTIES</b>	
Columbia County Board of County Commissioners	Annual audit of all County Agencies for the past twenty-eight years. Assistance in preparation of annual budget utilizing "floor-based budget" concept. Preparation of various capital improvement plans and assistance in assessment plan. Year-round consulting to all County officers. Financial advisor on ten bond issues and loans. Preparation of solid waste studies and landfill financing plan. Contact: Mr. David Kraus County Manager 386-623-6320
Suwannee County Board of County Commissioners	Serving as County Auditor and Financial Advisors since 1994 Contact: Mr. Randy Harris 386-590-4773
Dixie County Board of County Commissioners	Serving as County Auditor since 2018 Contact: Duane Cannon County Manager 352-498-1426
Taylor County Board of County Commissioners	Serving as County Auditor since 2001 Contact: Danielle Welch Finance Director 850-838-3506
<b>CITIES</b>	
City of Archer	Appointed as Auditor in 2006 Contact: Charles A. 'Tony' Hammond MPA / City Manager 352-495-2880
Town of Bell	Annual audit since 1990. Contact: Ms. Angela Bustamante Town Clerk (352) 463-6288

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
Town of Branford	Annual audit and financial consultant since 1987, including CDBG audit. Assistance in preparation of budgets. Contact: Mr. Ken Saunders President of Council (386) 935-1146
City of Dunnellon	Annual audit since 2008. Contact: Ms. Jan Smith Finance Officer (352) 465-8500 x 31
City of Fanning Springs	Serving as auditor since 2014. Contact: Ms. Sheila Watson City Clerk (352) 463-2855
Town of Fort White	Annual audit and financial consultant since 1989, including CDBG audit. Assistance in preparation of budgets. Contact: Ms. Connie Brecheen Town Clerk (386) 497-2321
Town of Hilliard	Serving as auditor since 2014. Contact: Ms. Lisa Purvis Town Clerk (904) 845-3555
Town of Horseshoe Beach	Annual audit for past twenty-five years. Preparation of State annual reports. Contact: Mrs. Nikki Selph Town Clerk (386) 498-5234
City of Lake Butler	Annual audit, including state and federal grants since 1991. Contact: Mr. Dale Walker City Manager (386) 496-3401
City of Madison	Annual audit since 2012. Contact: Mr. Jerome Wyche City Manager (850) 973-5081



**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
Town of Mayo	Annual audit, including CDBG and other grant audits for period 1989 through present. Contact: Ms. Janet Putnel Town Clerk 386-294-1551
Town of McIntosh	Annual audit since 2006. Contact: Ms. Jessi Gonzalez President (352) 591-1047
Town of Otter Creek	Serving as auditor since 2001. Contact: Ms. Mary DeGroot Town Clerk (352) 486-4766
Town of Penney Farms	Serving as auditor since 2003. Contact: Ms. Anita Cooper Town Clerk (904) 529-9078
City of Perry	Selected to serve as auditor for the period 2008-2016. Contact: Ms. Penny Staffney Finance Director (850) 584-7161
City of Trenton	Serving as auditor since 2003. Contact: Mr. Lyle Wilkerson City Manager (352) 463-4000
City of Waldo	Annual audit, including CDBG and other grant audits for the period 1992 through present. Contact: Ms. Kim Worley City Manager (352) 468-1001
City of Wewahitchka	Selected as Auditor beginning 2011 Contact: Ms. Brittney Proctor Finance Director (850) 639-2605
Town of Worthington Springs	Selected as Auditor beginning 2013. Contact: Ms. Patricia Harrell Town Clerk (386) 496-1006

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
<b>INDEPENDENT SPECIAL DISTRICTS</b>	
Aucilla Solid Waste Management	Serving as auditor beginning 2012. Contact: Mr. John McHugh Manager (850) 948-4875
Citrus County Hospital Board	Serving as auditor beginning 2010. Contact: Ms. Karla Dozier Administrative Assistant (352) 419-6566
First Coast Workforce Development Board Consortium	Serving as auditor beginning 2006. Contact: Bruce Ferguson (904) 213-3800
Lake Shore Hospital Authority	Annual audit for past sixteen years. Contact: Mr. Dale Williams Executive Director (386) 923-3493
Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area	Serving as auditor since 2001. Contact: Mr. Scott Koons Executive Director (352) 955-2200
Nature Coast Regional Water Authority	Serving as auditor since 2016. Contact: Ms. Sheila Watson Treasurer 352-463-2855
North Central Florida Regional Planning Council	Serving as auditor since 2001. Contact: Mr. Scott Koons Executive Director (352) 955-2200
Suwannee River Water Management District	Serving as auditor beginning 2013. Contact: Ms. Pam Shaw Finance Officer (386) 647-3111
Suwannee Valley Transit Authority	Serving as auditor beginning 2012. Contact: Ms. Larry Sessions Executive Director (386) 362-5332

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
<b>INDEPENDENT SPECIAL DISTRICTS</b>	
Taylor Coastal Water and Sewer District	Annual audit since July 2005 including audit of extensive State and Federal grant programs. Contact: Ms. Lynette Senter (850) 578-3043
<b>NONPROFIT ORGANIZATIONS</b>	
Big Bend Area Health Education Center, Inc.	Annual audit and financial report services since 2000. Contact: Ms. Allison Wiman Executive Director (850) 224-1177
Boys & Girls Club of North Central Florida	Annual audit and Form 990 since 2008. Contact: Ms. Emily Ketring Chief Professional Officer (850) 838-2471
CARC-Advocates for Citizens with Disabilities, Inc.	Annual audit and financial management services since 1984 Contact: Mr. Stephen Bailey Executive Director (386) 752-1880
C.A.R.C. Housing, Inc.	Annual audit and preparation of Form 990. Contact: Mr. Stephen Bailey Executive Director (386) 752-1880
Central Florida Area Health Education Center, Inc.	Annual audit and financial management service since 2010 Contact: Mr. Blake Warren Executive Director (407) 889-2292
Florida Association of Health Occupation Students of America, Inc.	Annual audit and preparation of Form 990 since 2000. Contact: Ms. Sandralyn Rezac Financial Manager (352) 462-1551
The ARC North Florida	Annual audit, including grant compliance work and preparation of Form 990 since 1995. Contact: Ms. Beverly Standridge Executive Director (386) 362-7143

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
Heartland Rural Health Network, Inc.	Annual audit and preparation of Form 990 since 2011. Contact: Ms. Melissa Thibodeau Executive Director (863) 452-6530
Lake City Humane Society, Inc.	Annual audit and preparation of Form 990 for past eleven years. Contact: (386) 752-4702
Northeast Florida Area Health Education Center, Inc.	Annual audit and tax return preparation for the past eight years. Contact: Ms. Tonia Harris Executive Director (904) 482-0189
Suwannee River Area Health Education Center, Inc.	Selected as auditor for the fiscal year beginning September 30, 1992 and thereafter. Work includes audit of state and federal health-related grants. Contact: Ms. Sarah Catalanotto Executive Director 352-462-1551
WellFlorida Council, Inc.	Auditor since 2013. Contact: Mr. Jeff Feller Chief Executive Officer (352) 313-6500, ext. 108
CareerSource North Florida	Auditor since 2014. Contact: Ms. Diane Head Executive Director (850) 973-1802
CareerSource Citrus Levy Marion	Auditor since 2014. Contact: Ms. Susan Heller Director of Finance (352) 873-7939
United Way of Suwannee Valley, Inc	Annual audit and preparation of Form 990 for the past ten years. Contact: Ms. Jennifer Anchors 386-752-5604

**GOVERNMENTAL AND NON-PROFIT AUDITING EXPERIENCE**  
**CLIENT REFERENCES**  
**2022**

<b>CLIENT REFERENCES</b>	<b>SERVICES PERFORMED</b>
CareerSource Pasco Hernando	Auditor since 2017. Contact: Mr. Jerome Salatino President/CEO (352) 593-2220
CareerSour Capital Region	Auditor since 2017. Contact: Mr. Jim McShane Executive Director (850) 414-6085
CareerSource Northeast Florida ,	Auditor since 2014. Contact: Mr. Bruce Ferguson CEO 904-213-3800



**CAMICO MUTUAL INSURANCE COMPANY  
DECLARATIONS  
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY**

Policy Number: FLL01222-20

Effective Date: 8/2/2022 at 12:01 A.M. Standard time at the address shown below  
Expiration Date: 8/2/2023 at 12:01 A.M. Standard time at the address shown below  
Retroactive Date: 8/2/1990

Item 1 - *Named Insured*: Powell & Jones, CPA, P.A.

Item 2 - Business Address: 1359 S.W. Main Blvd.  
Lake City, FL 32025

Item 3 - Limits of Liability: \$500,000 Per *Claim*  
\$1,000,000 Policy Aggregate

Item 4 - Deductibles: \$2,500 Per *Claim* Deductible

Item 5a - Premium: \$4,735.00

Item 5b - FIGA-FL Insurance Guaranty  
Assoc. Surcharge: \$33.15

Item 5c - FIGA-FL Insurance Guaranty \$61.56  
Assoc. Surcharge:

Item 5d - Total Premium: \$4,829.71

Item 6 - The policy consists of this Declarations page, and the following policy forms and endorsements:

PL-1000-A	07/14	Accountants Professional Liability Insurance Policy
PL-2037-A (FL)	07/14	State Endorsement - Florida
PL-1045-A	07/14	Cyber CPA Endorsement
PL-1049-A	07/14	Privacy and Client Network Damage Endorsement
PL-1056-A	06/16	Multiple Claims and Related Acts, Errors and Omissions Amendment

**PLEASE READ THESE DECLARATIONS, THE POLICY AND ENDORSEMENTS CAREFULLY.**

**CAMICO Mutual Insurance Company**

Authorized Representative




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2022

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

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

<b>PRODUCER</b>  JOHN A KASKAK STATE FARM INSURANCE AGENCY 904 SW STATE ROAD 247 LAKE CITY, FL 32025	<b>CONTACT</b> CHRISTINA STRONG <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): 386-752-7521 <b>FAX</b> (A/C, No): 386-752-5044 <b>E-MAIL</b> ADDRESS: christina.strong.ytpu@statefarm.com														
<b>INSURED</b> POWELL & JONES CPA PA 1359 SW MAIN BLVD LAKE CITY, FL 32025-6685	<table><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td><b>INSURER A :</b> State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td><b>INSURER B :</b> State Farm Florida Insurance Company</td><td>10739</td></tr><tr><td><b>INSURER C :</b></td><td></td></tr><tr><td><b>INSURER D :</b></td><td></td></tr><tr><td><b>INSURER E :</b></td><td></td></tr><tr><td><b>INSURER F :</b></td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> State Farm Fire and Casualty Company	25143	<b>INSURER B :</b> State Farm Florida Insurance Company	10739	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			98-N6-9858-6	02/09/2022	02/09/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	98-CB-Y806-5	07/12/2022	07/12/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Christina Strong*

## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between West Volusia Hospital Authority (the "IGT Provider") on behalf of SMA Healthcare, and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

### DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children's Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

### A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2022-23, passed by the 2022 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of \$300,000 if the entire State Fiscal Year (SFY) 22-23 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or \$300,000 if a portion of the SFY22-23 distribution is paid after the expiration of the end of the enhanced FMAP.
  - a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.
  - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
    - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

West Volusia Hospital Authority

\_\_\_\_LIP LOA SFY 2022-23

SMA Healthcare



rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2022.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of \$300,000 if the entire SFY22-23 distribution is paid prior to the end of the public health emergency or \$300,000 if a portion of the SFY22-23 distribution is paid after the end of the public health emergency.
  - a. Per Florida Statute 409.908, annual payments for the months of July 2022 through June 2023 are due to the Agency no later than October 31, 2022, unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
  - a. Audits and Records
    - i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
    - ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
    - iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
    - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- c. Monitoring
  - i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.
- d. Assignment and Subcontracts
  - i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
- 8. This LOA covers the period of July 1, 2022, through June 30, 2023, and shall be terminated September 30, 2023, which includes the states certified forward period.
- 9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

<b>LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2022-2023</b>
Estimated IGTs	\$300,000
<b>Total Funding Not to Exceed</b>	<b>\$300,000</b>

**WITNESSETH:**

**IN WITNESS WHEREOF**, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**IGT Provider****STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION****SIGNED****BY:** \_\_\_\_\_**NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**SIGNED****BY:** \_\_\_\_\_**NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_

**From:** [tsmall@westvolusiahospitalauthority.org](mailto:tsmall@westvolusiahospitalauthority.org)  
**To:** [stebo@westvolusiahospitalauthority.org](mailto:stebo@westvolusiahospitalauthority.org)  
**Subject:** WVHA Redlined drafts of 2021-2022 Funding Agreements  
**Date:** Tuesday, September 13, 2022 11:18:19 AM  
**Attachments:** [WVHA--Agreements--Community Legal Services of Mid-Florida's Medical-Legal Partnership--2022-23 Redlined #2.docx](#)  
[WVHA--Agreements--Healthy Start Coaliton--Access to Healthcare Program--2022-23 Redlined #2.docx](#)  
[WVHA--Agreements--Healthy Start Coaliton--Access to Healthcare--Family Services Coordinator--2022-23 Redlined.docx](#)  
[WVHA--Agreements--Hispanic Health Initiatives--Taking Care of My Health--2022-23 Redlined.docx](#)  
[WVHA--Agreements--HOUSE NEXT DOOR Eligibility Determination Services--2022-23 Redlined.docx](#)  
[WVHA--Agreements--HOUSE NEXT DOOR--2022-23 Redlined.docx](#)  
[WVHA--Agreements--Kidcare Outreach--2022-23 Redlined.docx](#)  
[WVHA--Agreements--Neighborhood Ctr--Access to Healthcare Program--2022-23 Redlined.docx](#)  
[WVHA--Agreements--Rising Against All Odds--Health Card Enrollment and Retention Services--2022-23 Redlined.docx](#)  
[WVHA--Agreements--Rising Against All Odds--HIV-AIDS Outreach Program--2022-23 Redlined.docx](#)  
[WVHA--Agreements--SMA-Baker Act--2022-23 Redlined.docx](#)  
[WVHA--Agreements--SMA-Homeless Program--2022-23 Redlined.docx](#)  
[WVHA--Agreements--SMA-Level II Residential Treatment--2022-23 Redlined.docx](#)  
[WVHA--Agreements--VCHD Interlocal Agreement--2022-23 Redlined.docx](#)

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Stacy, as noted in my Legal Update for the upcoming September 22<sup>nd</sup> Regular Meeting, please forward (blind copy) this email and the attached to all Board members. The attached Redlined versions of all funding agreements have been circulated and approved by all funded agencies, except I am still waiting to hear back from The Neighborhood Center.

For the past several years, most Board members have preferred to only have these funding agreements circulated in electronic format to avoid “killing trees”. But, please do check with each Board member to ensure receipt of the electronic distribution and find out if they would like a hard copy of them as a reasonable accommodation.

Also include a copy of this email and all attachments in the electronic version of your Board Meeting Materials packet.

Please reply back to me directly with any policy, administrative or accounting concerns or suggested changes to the redlined drafts of the funding agreements.

If there are no suggested changes to the redlined drafts, then at the September 22<sup>nd</sup> Regular Meeting the Chair may entertain one Omnibus Motion in the following form or words to that effect: Omnibus Motion to approve all of the proposed Funding Agreements for 2022-23 for signature by the Chair and Secretary once they are finalized and signed by funded agencies based upon the Redlined drafts that were circulated to the Board in electronic format on September 13<sup>th</sup>

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## I. Funding Agreements for 2022-23:

Please note that each Board member is responsible for making his or her own independent determination about whether the terms of a particular contract is consistent with the public interest. Counsel, EBMS as well as the Administrator and accountants at JMCo, are available to answer your questions and offer counsel about accounting and business or legal matters, each respectively; but, the Board retains the ultimate authority to approve or disapprove the terms of all proposed agreements after due consultation.

Based on the approved 2022-23 Tentative Budget as well as incorporating publicly announced Board consensus, counsel has prepared “redlined” versions of funding agreements for each of the previously funded providers. Counsel has circulated copies of the redlined drafts to the agencies, members of the Board and to accounting and administrative. To the extent agreeable, suggested changes will be incorporated into final drafts and circulated to the agencies for final review and execution.

It is noteworthy that unlike past years, ALL of the CAC reviewed and recommended agencies provided comparable rate information concerning the “**AVERAGE COST/UNIT OF SERVICE WITH COMPARATIVE REIMBURSEMENT**” section of the Funding Application.

The only significant substantive modifications were made to the RAAO HIV/AIDS Outreach and Case Management funding agreement in order to clarify those terms that caused concern during the operational audit by the State’s Office of Auditor General. RAAO accepted my proposed modifications as workable and would not violate its obligations of confidentiality under federal and State laws.

As already addressed during questions asked and answered during prior Board meetings, several of the agreements reflect significant decreases or increases to prior Funding Limits. Also, several reflect rate increases as requested in their applications. But based on the comparative rate information provided, it appears that all proposed rates are still equal or below rates paid for similar services by other payers.

With those clarifications and subject to any suggested changes received back from the Board, Administrator or Accountant, counsel expects to recommend approval *as to form* the following 2022-23 funding agreements with redlined changes incorporated into a final set of agreements:

- A. Community Legal Services, Inc. Medical-Legal Partnership program.
- B. Healthy Communities – Kidcare Outreach
- C. Hispanic Health Initiatives, Inc.’s Taking Care of My Health
- D. Rising Against All Odds, Inc. – HIV/AIDS Outreach and Case Management
- E. Rising Against All Odds, Inc.—Health Card Enrollment & Retention Services
- F. SMA Healthcare – Baker Act Match
- G. SMA Healthcare– Homeless Program
- H. SMA Healthcare —Level II Residential Treatment
- I. The Healthy Start –Access to Healthcare Services—SMA Outreach
- J. The Healthy Start –Family Services Coordinator—Deltona
- K. The House Next Door – Mental Health Services
- L. The House Next Door—Eligibility Determination Services
- M. The Neighborhood Center of West Volusia “Access to Care”
- N. Volusia County Health Department—Florida Department of Health (Dental Care)

Thanks for your attention, ts

**Ted W. Small, Esq.**

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PO Box 172

DeLand, FL 32721

386-740-0788 (ph)

**[tsmall@westvolusiahospitalauthority.org](mailto:tsmall@westvolusiahospitalauthority.org)**

**COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.  
(MEDICAL-LEGAL PARTNERSHIP) 2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and **COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.** ("Grantee").

**INTRODUCTION:**

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

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in the Funding Request submitted by Grantee dated March 31, 2022, as corrected, and limited in scope by Paragraph 4.2, *infra* In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$105,794.00 (One Hundred Five Thousand Seven Hundred Ninety-Four Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in

Paragraph 6) by its attorneys or paralegals at the following rates: (i) a rate of \$89.00/hour billable in 1/10 hour increments for legal services (that are reasonable and ordinarily billable in a private practice setting) rendered to a Program Participant to resolve legal issues preventing them from qualifying for Medicaid, Medicare, Veterans, Social Security Disability or private insurance as an alternative to the WVHA Health Card Program and to assist Program Participants to defend against any collection measures that are pursued against them by either Advent Health DeLand, Advent Health Fish, Halifax Medical Center of Deltona for Emergency Department services, or any of their successors or assigns. The parties agree that Grantee may be reimbursed for reasonable costs (including, but not limited to, reasonable costs to obtain medical records of previous medical encounters, tests and visits) associated with closing matters where Grantee provided services to clients where clients were qualified as Program Participants as defined in paragraph 6 of this agreement, at the beginning of Grantee's representation under this agreement. Grantee's provision of Program Participants with any of the other civil legal services as described in the Application for Funding, as supplemented, are excluded from reimbursement. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual professional services expenses for providing access to health care services to clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program as limited in scope by Paragraph 4.2. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for



determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** A Program Participant is considered income eligible if they have income of up to and including 150% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** In order to qualify for services under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Residents of the Tax District may obtain the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., WVHA's Enrollment Certifying Agent for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements.

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

Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

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

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

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

ATTEST

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

**THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES,  
INC. (PRENATAL, POST-PARTUM AND INFANT ACCESS TO HEALTH CARE  
SERVICES) 2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES, INC. ("Grantee").

**INTRODUCTION:**

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to promote a system of care that optimizes/maximizes healthy outcomes for pregnant women and young children. Grantee's "West Volusia Prenatal, Post-Partum and Infant Access to Health Care Services" Program will ensure access to health services needed for healthy pregnancy and birth outcomes; post-partum care; interconception care; and pediatric follow-up for high risk, medically needy and vulnerable women and infants. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities ), Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in the Application for Funding submitted by Grantee dated March 31, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$81,560.00 (Eighty-One Thousand Five Hundred Sixty Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code, and the number of sessions and the duration of each service received by each de-identified client.

4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by a Coordinating Advocacy Resources & Education ("CARE") Specialist at the following rates: (i) a fee of \$39.21 per hour of CARE Specialist services as specifically described in the Application for Funding, including contacting pregnant women upon referral to assess



service needs, ensuring that infants in the Neonatal Intensive Care Unit at local hospitals have a pediatric medical provider, attempting to engage mothers in the Healthy Start program, encouraging and providing breastfeeding support to mothers, providing relevant information about health care options, developing Individualized Plan of Care, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

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

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

6. **Screening.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their identity and residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article VII ("WVHA Residency"), Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements.

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

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

that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

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

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

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

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

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

**10. Breach.** A failure by Grantee to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach, the Authority may terminate funding under this Agreement. Upon termination of funding, the Grantee shall provide information necessary to calculate Final Reimbursement under paragraph four (4), "Reimbursements," as of the date of termination of funding. Should Grantee fail to provide information sufficient to determine Final Reimbursement as of the date of termination of funding then Grantee shall be

responsible for repaying the entire amount of Interim Reimbursement to the Authority, including interest as specified in paragraph four (4), "Reimbursements." This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

16. **Other Documents and Acts.** Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments and do such other acts as may

be required or convenient in order to accomplish and carry forward the intent and purposes of this Agreement.

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

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

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

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

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

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

22. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of

another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Authority. The Grantee is responsible for Social Security and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

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

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

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

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

ATTEST

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

**THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES,  
INC. (PRENATAL, POST-PARTUM AND INFANT ACCESS TO HEALTH CARE  
SERVICES)—DELTONA FAMILY SERVICES COORDINATOR  
2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES, INC. ("Grantee").

**INTRODUCTION:**

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to promote a system of care that optimizes/maximizes healthy outcomes for pregnant women and young children. Grantee's "West Volusia Prenatal, Post-Partum and Infant Access to Health Care Services" Program will ensure access to health services needed for healthy pregnancy and birth outcomes; post-partum care; interconception care; and pediatric follow-up for high risk, medically needy and vulnerable women and infants, and children ages 13-36 months who reside within the Tax District. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities ), Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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



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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in the Application for Funding submitted by Grantee dated March 31, 2022. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$76,331.00 in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee assures that the change in unit rate to \$401.74 per eligible individual served and expanding its services beyond our original target population will not impact its ability to continue to serve its original target population through the end of the Funding Period based on the availability of alternative funding sources. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence

and zip code, and the number of services, the Medicaid Allowable HS Code for each service received by each de-identified client; provided however, Grantee shall not invoice for the all-inclusive capitated Reimbursement Rate for any client until the list of services Grantee can bill under Medicaid performance standards includes HS 3202 (“Plan Ongoing Care Coordination”) or HS 3320 (“Care Coordination Face to face”) along with any other applicable HS Codes.

- 4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in Paragraph 6) by Family Services Coordinator (“FSC”) at the following rates: (i) an all-inclusive capitated rate of \$401.74 per Program Participant who receives the FSC services as specifically described in the Application for Funding, including, but not limited to, assistance in application for Medicaid Managed Care (MMC), food stamps, and cash assistance through DCF ACCESS, assist in navigating to application sites to obtain the WVHS Health Card, provide information and/or referral to WIC program, Healthy Start and other needed services, provide a referral for women to receive post-partum interconception health care or to parents of children for pediatric care. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).
- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. “Allowable Costs” shall include the Grantee’s actual professional services expenses for providing access to health care services to clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for

determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered income eligible if they have income of up to and including 200% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** Grantee shall encourage potential Program Participants to apply for a WVHA Health Card which would make a current enrollee automatically eligible to become a Program Participant as well as to receive hospital care, primary care, specialty care and pharmacy benefits at any provider who has signed a funding agreement with WVHA to provide such services to Health Card members. Alternatively, in order to qualify individuals for Program Participation, Grantee shall screen individuals for residency, identification, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, as set forth in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number of sessions and the duration of each service received by each de-identified client; however, the Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and

Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee shall also submit to the Authority quarterly reports detailing aspects of program goals, utilization and outcomes in a format that addresses the Performance Specifications in Exhibit I of Grantee's contract with Medicaid ("Healthy Start MomCare Network, Inc. and The Healthy Start Coalition of Flagler and Volusia Counties, Inc. Amendment No. 1") dated April 24, 2015, as amended. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

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

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

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

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

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

24. **Entire Agreement.** This Agreement, including any exhibits and schedules hereto, constitutes the full and entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all other prior agreements and negotiations, oral or written, concerning that subject matter, all of which are merged into this Agreement.

Nothing herein, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

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

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

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

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

ATTEST

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



## **HISPANIC HEALTH INITIATIVES, INC. (“TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD”) 2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and HISPANIC HEALTH INITIATIVES, INC. ("Grantee").

### **INTRODUCTION:**

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

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated April 1, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$75,000.00 (Seventy-Five Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding this Program.*

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.

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

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

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. “Allowable Costs” shall include the Grantee’s actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement

as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered eligible if they meet Program Participant qualifications as set forth in Paragraph 6. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage Program Participants to apply for a WVHA Health Card or any other federal or state health care program that Program Participants may be eligible.

6. **Screening.** In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article VII ("WVHA Residency") Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements"); provided however, Grantee shall only be required to examine and collect a copy a government issued picture identification to confirm Residency in order to obtain reimbursement for up to \$150.00 for either the initial health risk assessment service or one unit of one-on-one health and behavioral education and coaching services, or both. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number and duration of each documented unit of service received by each de-identified client; however, the Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this

Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantee:

Hispanic Health Initiatives, Inc.

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

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

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

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

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

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

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

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

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

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

damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

By: \_\_\_\_\_  
Jennifer L. Coen, Its Chair



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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

|

**HISPANIC HEALTH INITIATIVES, INC.**

By: \_\_\_\_\_  
Peter Willems  
Its: Executive Director

|

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

ATTEST

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

**THE HOUSE NEXT DOOR 2022-2023**  
**(Eligibility Determination for WVHA Health Card)**  
**SERVICES AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority" or "Tax District") and THE HOUSE NEXT DOOR ("HND").

**INTRODUCTION:**

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

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

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

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

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

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

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

1. **Term.** This Agreement shall remain in effect for a period of one year from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Services.** The Authority hereby engages HND to provide services as specified in HND's "Response to Proposal for WVHA Eligibility Determination and Enrollment for the Health Card" submitted on March 28, 2022; provided however, HND shall be responsible for the orderly destruction of all original application records as set forth in Paragraph 4.3. HND's overall scope of services shall include all those set forth in the HND Response. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Payment.** In consideration of the Services rendered by HND, the Authority agrees to pay HND provide up to \$447,364.00 (Four Hundred Forty-Seven Thousand Three Hundred Sixty-Four Dollars) in Funding for 12 months of prescreening and eligibility and certification services for 250 Applications per month, with a price reduction of \$15 per Application if less than 250 Applications are processed and a price increase of \$15 per application if over 250 per month ["Maximum Annual Payment"], payable in equal monthly installments within thirty (30) days after HND submits an invoice to the Authority at the end of each calendar month. For purposes of this Payment paragraph, the term "Applications" shall mean those entire household applications that are accepted for final eligibility determination and certification procedures after they have been prescreened pursuant to the procedures summarized in Paragraph 6; provided however, HND agrees not to count as "Applications" those applications are resubmitted for follow-up determinations after being pended during an initial final eligibility determination nor those applications which should have been prescreened prior to submission for a final eligibility determination.

4. **Maintenance of Records.**

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

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

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

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

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

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

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

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

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

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

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

5. Eligibility and Certification. The WVHA Health Card Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, access to health care to, and improving the health of, indigent residents. HND shall prescreen Health Card applicants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 17, 2021 ("Eligibility Guidelines"). HND shall also provide information to applicants regarding other health care access and health care programs funded by the Authority.

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

7. **Reports.** HND shall provide the Authority with monthly and yearly reports summarizing the eligibility and certification services provided, with a breakdown of the number of each type of service: 1. initial screenings; 2. follow-up screenings; 3. assistance with follow-up documentation; 4. assistance with applying for insurance through the Affordable Health Care Act; 5. the number of applications accepted for final eligibility determination and certification procedures; 6 the number of applications accepted by HND after initial prescreening by RAAO, SMA or another funded agency. HND shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Services and/or this Agreement when they become available to the HND. HND is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, HND shall make at least one (1) verbal report to the Authority board quarterly detailing aspects of program utilization and efficacy. HND's efficacy in helping Authority in carrying out its mission shall be a significant factor in determining whether to renew this Agreement.

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

9. **Breach.** A failure by HND to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. This Agreement may be terminated by the Authority in the event of any material breach by HND of any provision of this Agreement, which is not cured within thirty (60) days after written notice is given to HND by the Authority specifying the nature of the alleged material breach, including a description of the specific action required to cure such breach. This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

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

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

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

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

If to HND:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

The HND's obligation to indemnify, defend, and pay the defense of, or at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage, claim, or suit and any related settlement negotiations, shall be triggered by the Authority's notice of claim



for indemnification to HND. The HND's inability to evaluate liability or its evaluation of liability shall not excuse the HND's duty to defend and indemnify within seven (7) days after such notice by the Authority is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Authority solely negligent shall excuse performance of this provision by HND. The HND shall pay all costs and fees related to this obligation and its enforcement by the Authority. The Authority's failure to notify the HND of a claim shall not release the HND of the above duty to defend.

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

**THE HOUSE NEXT DOOR**

By: \_\_\_\_\_  
Jennifer Nadelkov, Its CEO  
  
Date:

ATTEST

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

**THE HOUSE NEXT DOOR 2022-2023**  
**(Community Based Mental Health Counseling,**  
**Inclusive of Psychiatric Evaluation and Monitoring)**  
**FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE HOUSE NEXT DOOR ("Grantee").

**INTRODUCTION:**

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

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

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated March 15, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$60,000.00 (Sixty Thousand Dollars) in Funding ["Funding Limit"] to reimburse Grantee for Allowable Costs as defined in paragraph 4 below. *Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*

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

- 4.1 Funding Disbursements will be made in monthly installments up the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of the date services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their

city of residence and zip code, and the duration of each documented unit of service received by each de-identified client.

- 4.2 Reimbursement Rate. Grantee shall be reimbursed for therapeutic counseling services provided to clients of the Program by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) for outpatient counseling services, a flat fee of \$73.32 per hour session; (ii) for assessment update in depth, a flat fee of \$120.00; (iii) for treatment plan services, a flat fee of \$97.00; (iv) for treatment plan review services, a flat fee of \$48.50; (v) for assessment update, a flat fee of \$48.00; and (vi) for assessment, a flat fee of \$48.00; (vii) for FARS/CFARS at Open or Close, a flat fee of \$15.00; (viii) for case management, a fee of \$10 per fifteen minutes for up to 2 hours. These rates reflect comparable Medicaid rates plus any Medicaid allowable copays based on the Authority's desire to avoid having copays becoming a deterrent for this special population of indigent residents utilizing these services. The parties agree to review these rates in the event legislation or regulations are adopted which materially affect the Medicare Physician Fee Schedule. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 "Allowable Costs" shall include the Grantee's actual costs for providing therapeutic counseling services to clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.

4.4 A Final Report ["Report"] shall be made to the Authority, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. The Authority shall only reimburse Grantee at the agreed Reimbursement Rate for Allowable Costs. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be

repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered income eligible if they have income up to and including 200% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they may be eligible.

6. **Screening.** Grantee shall encourage potential Program Participants to apply for a WVHA Health Card which would make a current enrollee automatically eligible to become a Program Participant as well as to receive hospital care, primary care, specialty care, dental care and pharmacy benefits at any provider who has signed a funding agreement with WVHA to provide such services to Health Card members. Alternatively, in order to become eligible for Program Participation, Grantee shall screen individuals for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements"); provided, however, the requirement of a completed application for insurance coverage, tax credits and subsidies under the Affordable Care Act ("ACA") is waived for the first three sessions of Program Participants. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. These Utilization Reports shall include information concerning number of clients served, reasons for seeking service, discharges w/reasons and demographic information including race, sex, age, city of residence, income level and family size; however, the Authority

reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

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

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

**10. Breach.** A failure by Grantee to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach, the Authority may terminate funding under this Agreement. Upon termination of funding, the Grantee shall provide information necessary to calculate Final Reimbursement under paragraph four [4], "Reimbursements," as of the date of termination of funding. Should Grantee fail to provide information sufficient to determine Final Reimbursement as of the date of termination of funding then Grantee shall be



responsible for repaying the entire amount of Interim Reimbursement to the Authority, including interest as specified in paragraph four [4], "Reimbursements." This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

21. **Indemnity.** Grantee shall obtain and maintain reasonable levels of insurance, provide evidence of that coverage upon reasonable request of the Authority, and make the Authority an additional insured under the insurance policies during the term of this Agreement. Further, Grantee shall be liable for and shall indemnify, defend, and hold harmless the Authority and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions neglect, or omissions by the Grantee, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property except that the Grantee will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees. The Grantee's obligation to indemnify, defend, and pay the defense of, or at the Authority's option, to participate and associate with the Authority in the defense and trial of any damage, claim, or suit and any related settlement negotiations, shall be triggered by the Authority's notice of claim for indemnification to Grantee. The Grantee's inability to evaluate liability or its evaluation of liability shall not excuse the Grantee's duty to defend and indemnify within seven (7) days after such notice by the Authority is given by registered mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Authority solely negligent shall excuse performance of this provision by Grantee. The Grantee shall pay all costs and fees related to this obligation and its enforcement by the Authority. The Authority's failure to notify the Grantee of a claim shall not release the Grantee of the above duty to defend.

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Judy L. Craig, Its Secretary

**THE HOUSE NEXT DOOR**

By: \_\_\_\_\_  
\_\_\_\_\_  
Jennifer Nadelkov, Its CEO  
  
Date:

ATTEST

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

**W V H A -- HALIFAX HEALTHY COMMUNITIES  
2022-2023 KIDCARE OUTREACH POSITION AGREEMENT**

This WVHA -- HALIFAX HEALTHY COMMUNITIES 2022-2023 Kidcare Outreach Position Agreement ["Agreement"] is made and entered into as of the 1st day of October, 2022, by and between Halifax Healthy Families Corporation d/b/a Healthy Communities ("Healthy Communities" or "Grantee") and West Volusia Hospital Authority (the "Authority").

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated April 1, 2022. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$72,202.00 (Seventy-two Thousand Two Hundred Two Dollars) in Funding ("Funding Limit") to Grantee for Allowable Costs of the Program as defined in paragraph 4 below. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, copies of time sheets, payroll reports (detailing taxes and benefits), mileage logs, and cell phone bills concerning the funded Outreach/Enrollment positions.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed its costs for a full-time Outreach/Enrollment position as well as a part-time Outreach/Enrollment position plus a 10% administrative surcharge for the provision of outreach services to qualified indigent residents of the Tax District. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).
- 4.3 The Authority shall only reimburse Grantee for Allowable Costs. Allowable Costs shall include the Grantee's actual expenses for a full-time Outreach/Enrollment position as well as a part-time Outreach/Enrollment position plus a 10% administrative surcharge; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed

that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.

- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** The Program is to operate in, and benefit the health of residents of, the Tax District, with a primary purpose of providing care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs including the various WVHA Health Card Program medical clinics and providers and encouraging participants to apply for a WVHA Health Card.

6. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority, in a format acceptable to the Authority, by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Grantee shall also provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

Healthy Communities has complied with the requirements of this Agreement and in order to compile a Compliance Report on Healthy Communities regarding the terms of this Agreement. The Compliance Report shall include a statement of the total amount received by Healthy Communities from the Authority, and an opinion as to Healthy Communities compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Healthy Communities receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Healthy Communities. Healthy Communities shall also provide the Authority with a copy of the Program Administrator's Audit [the Florida Healthy Kids Corporation], within (30) days of the Audit's delivery to the Florida Healthy Kids Corporation.

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

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

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

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

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



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

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

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

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

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

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

If to Healthy Communities:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

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

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

ATTEST:

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

**THE NEIGHBORHOOD CENTER OF WEST VOLUSIA  
(ACCESS TO CARE PROGRAM)  
2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and THE NEIGHBORHOOD CENTER OF WEST VOLUSIA, INC ("Grantee").

**INTRODUCTION:**

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

Grantee is a Florida non-profit corporation located in Volusia County, Florida, whose primary mission is to feed the hungry, shelter the homeless and prevent homelessness. Grantee's "Access to Care" Program will provide Grantee's impoverished and homeless clients with a caseworker in order to identify possible medical needs and to provide immediate referrals to appropriate health care providers. Grantee's Clinical Supervisor, who is certified by the Florida Certification Board, shall provide oversight of all such referrals. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., Rising Against All Odds, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities ), Healthy Start Coalition of Flagler & Volusia, Inc., Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers in the community.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated March 22, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

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

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for referrals of Program clients to medical and psychiatric services provided by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$25.00 for each one-half hour (30 minutes) of direct client case management activity including

meeting with the client to assess medical need, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A

Program Participant is considered eligible if they have income of up to and including 150% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they may be eligible.

6. **Screening.** In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their identity and residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article VII (“WVHA Residency”), Article VIII (“WVHA Identification”), Section 12.06 Appendix F (“Homeless Verification Form”) of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee’s testing materially insufficient.

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

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



that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

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

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

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

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

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

**10. Breach.** A failure by Grantee to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. Upon the occurrence of any such Breach, the Authority may terminate funding under this Agreement. Upon termination of funding, the Grantee shall provide information necessary to calculate Final Reimbursement under paragraph four [4], "Reimbursements," as of

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

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

excuse performance of this provision by Grantee. The Grantee shall pay all costs and fees related to this obligation and its enforcement by the Authority. The Authority's failure to notify the Grantee of a claim shall not release the Grantee of the above duty to defend.

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

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

Voloria L. Manning, Its Secretary

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

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

Savannah Jane-Griffin

Its: Executive Director/Chief Executive

Officer

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

ATTEST

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

**RAAO**  
**RISING AGAINST ALL ODDS, INC. (Health Card Enrollment and Retention Services)**  
**2022-2023 FUNDING AGREEMENT**

**INTRODUCTION:**

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

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

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

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

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

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

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

1. **Term.** This Agreement shall remain in effect for a period of one year from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Services.** The Authority hereby engages RAAO to provide services as specified in RAAO's funding application to assist in prescreening applicants for the WVHA Health Card dated April 1, 2022. RAAO's overall scope of services shall include outreach to uninsured residents in economically challenged communities (particularly to impoverished areas of Spring Hill, Dunn's Bottom, the DeLand Woods and Pierson) and assistance with removal of transportation, identity, documentation of income/assets and other obstacles to their initial or continuation of participation in the WVHA Health Card Program. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Payment.** In consideration of the Services rendered by RAAO, the Authority agrees to pay RAAO up to **\$81,452.00.00** (Eighty-one Thousand Four Hundred Fifty-two Dollars) in Funding ["Maximum Annual Payment"], payable at the following rates: (i) an all-inclusive flat fee of \$192 for assisting applicants to the WVHA Health Card Program to comply fully with prescreening procedures (as set forth in Paragraph 5) and have HND deem the application and supporting documentation as acceptable for a final eligibility determination. Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). Supporting information includes, but is not limited to, a de-identified listing of applicants, their city of residence and zip code, the date the application was accepted by HND for final eligibility determination and whether the application was for a new or renewal WVHA Health Card member

4. **Maintenance of Records.**

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

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

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

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

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

5. Prescreening. The WVHA Health Card Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, access to health care to, and improving the health of, indigent residents. RAAO shall assist HND in prescreening Health Card applicants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 17, 2021 ("Eligibility Guidelines"). RAAO



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

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

7. **Reports.** RAAO shall provide the Authority with quarterly and yearly reports summarizing the enrollment and retention services provided, with a breakdown of the number of each type of service: 1. New applications submissions accepted by HND for enrollment application screenings; 2. Retention enrollment applications accepted by HND; 3. New applications submissions finally rejected by HND as ineligible; 4. Retention enrollment applications finally rejected by HND. RAAO shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Services and/or this Agreement when they become available to the RAAO. RAAO is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, RAAO shall make at least one (1) verbal report to the Authority board quarterly detailing aspects of program utilization and efficacy. RAAO's efficacy in helping Authority in carrying out its mission shall be a significant factor in determining whether to renew this Agreement.

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

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

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

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

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

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

10. **Breach.** A failure by RAAO to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. This Agreement may be terminated by the Authority in the event of any material breach by RAAO of any provision of this Agreement, which is not cured within thirty (30) days after written notice is given to RAAO by the Authority specifying the nature of the alleged material breach, including a

description of the specific action required to cure such breach. This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.

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

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

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

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

If to RAAO:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

**RISING AGAINST ALL ODDS, INC.**

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

ATTEST

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

**RISING AGAINST ALL ODDS, INC. (HIV/AIDS OUTREACH)**  
**2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and RISING AGAINST ALL ODDS, INC. ("Grantee").

**INTRODUCTION:**

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

Grantee is a Florida non-profit, 501(c)(3) corporation located in Volusia County, Florida, whose primary mission is to ignite HIV awareness, encourage and provide testing for community residents; to encourage and empower those living with HIV to live responsibly and support optimum health in communities through access and linkages to care, and to extend comprehensive case management services to these and other disadvantaged populations. Grantee's "Testing and Comprehensive Case Management Program" will provide access to comprehensive HIV testing and education, non-clinical support to marginalized, low income and indigent population, including a. Active Street Outreach, b. Venue Based Outreach, and c. Community Supporting Services/Comprehensive Case Management. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, Stewart-Marchman Act Behavioral Services, Inc., The House Next Door, Inc., The Neighborhood Center of West Volusia, Inc., Community Legal Services of Mid-Florida, Halifax Healthy Families Corporation (d/b/a Healthy Communities ), Healthy Start Coalition of Flagler & Volusia, Inc., Volusia County Health Department, Hispanic Health Initiatives, Inc. and other health care providers that serve WVHA Health Card members, to provide access to health care for indigent residents of the Tax District.

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated March 31, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$145,140.00 (One Hundred Forty-Five Thousand One Hundred Forty Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but is not limited to, a de-identified listing of clients, their city of residence and zip code, the duration of each documented unit of service received by each de-identified client and an indication of how many encounters (defined as a single-day, face-to-face visit) within the 3 months preceding the invoice between that de-identified client and an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing).

4.2 Reimbursement Rate. Grantee shall be reimbursed for access to healthcare services provided to Program Participants (as defined in



Paragraph 6) by an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing) per single-day, face-to-face encounter at the following rates: (i) a flat-fee of \$100 of Active Street Outreach services to individual Program Participants, to include at least one-half hour of individualized preventative education and counseling and testing if consented; (ii) a health and behavioral education flat-fee capped at \$50.00 per Program Participant for providing at least one-half hour (30 minutes) of one-on-one health and behavioral education and coaching using evidence based curricula and strategies; (iii) a fee of \$25 per half hour for up to 4 hours of Comprehensive Case Management services for a Program Participant. These services, as specifically described in the Application for Funding, include active outreach in communities such as Springhill and The Bottom to engage, inform and screen and make referrals of prospective clients; venue-based outreach for more in-depth assessment, testing and referral services; and comprehensive case management services to provide relevant information about health care options, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable

Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered eligible if they meet Program Participant qualifications as set forth in Paragraph 6. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they may be eligible.

6. **Screening.** In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article VII ("WVHA Residency") Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements"); provided however, Grantee alternatively shall only be required to examine and collect a copy of a government issued picture ID to confirm Residency in order to obtain reimbursement per single-day, face-to-face encounter for up to \$150.00 for either one unit of Active Outreach services or one unit of one-on-one health and behavioral education and coaching services, or both. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number and duration of each documented unit of service received by each de-identified client and an indication of how many encounters (defined as a single-day, face-to-face visit) within the 3 months preceding the Utilization Report between that de-identified client and an individual certified by the State of Florida in HIV counseling and testing (or supervised by an individual certified by the State of Florida in HIV counseling and testing); provided however, the Authority reserves the right to require additional reasonable utilization

information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy, including de-identified analysis about how many total tests Grantee has conducted during the past year and how many of those tests were positive versus negative for the presence of HIV. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

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

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

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

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

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

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

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

If to Grantee:

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

DeLand, FL 32720

If to the Authority:

West Volusia Hospital Authority

Attn: Chairman

P.O. Box 940

DeLand, FL 32721-0940

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

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

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

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

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

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

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

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

damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

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

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

Date:

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

**RIISING AGAINST ALL ODDS, INC.**

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

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

ATTEST

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

**SMA 2022-2023**  
**FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee").

**INTRODUCTION:**

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

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

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

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

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

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



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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated March 30, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$ 300,000.00 (Three Hundred Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.*** Grantee agrees that a portion of the Funding Limit may be made by the Authority directly to the State of Florida, rather than directly to Grantee (the "Direct Florida Payment") pursuant to the terms of a Low Income Pool Letter of Agreement between the Authority and the Agency for Health Care Administration ("AHCA"). The amount of the Direct Florida Payment shall not exceed \$300,000.00, and it shall be paid for the purpose of increasing the provision of Medicaid funded health services to the constituents of the Authority and the State of Florida. As required by AHCA, funding provided to the Grantee pursuant to the Intergovernmental Transfer (IGT) shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid Program (including LIP and DSH) and used secondarily for other purposes. If the sum of the invoices that Grantee submit to the Authority under Section 4 of the Agreement for reimbursable services during Funding Period is less than the sum of (i) the Direct Florida Payment **and** (ii) the amount of the Funding Disbursements actually remitted to Grantee (such sum of (i) and (ii) is the "Actual Payment Sum"), then Grantee will within forty-five (45) days of receiving notice of such shortfall from the Authority, repay to the Authority the difference between the Actual Payment Sum and the amount of such invoices.

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

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

invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, city of residence, zip, type of service, admit date and discharge date.

- 4.2 Reimbursement Rate. Grantee shall be reimbursed a 25% match based on state rate of reimbursement for detox (\$84.85) and crisis stabilization (\$107.08) services provided through the Program (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost). In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).
- 4.3 The Authority shall only reimburse Grantee for Allowable Costs. "Allowable Costs" shall include the Grantee's actual expenses (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost) for providing medical services to Program Participants; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to a Program Participant. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority, which shall present the total Allowable Costs Grantee incurred for the Program expressed as the reimbursement rate times the number of services provided and invoiced to the Authority; Program income earned associated with the Program Participants whose services have been partially subsidized by the Authority; contributions received applicable to the Program Participants whose services have been partially subsidized by

the Authority; third party reimbursement earned associated with the Program Participants whose services have been partially subsidized by the Authority, whether or not such third party reimbursement is actually received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. "Program Participants" are those persons utilizing the Grantee's Program, reside in the Tax District and who are income eligible to have their medical care subsidized with Authority funding. A Program Participant is considered income eligible if they have income of up to and including 150% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing care to, and improving the health of, indigent residents. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. Grantee shall also provide information regarding other Authority programs and encourage Participants to apply for a WVHA Health Card or any other federal or state health care program that Participants may be eligible.

6. **Screening.** In order to meet income qualification under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements") which Grantee will

implement through CBCC Operational Procedure: CSR 111 West Volusia Hospital Authority Income Verification and Health Card Application Process dated 3/27/2018 as revised on 10/10/2019. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

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

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

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

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

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

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

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

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

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

it on the account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

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

22. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of any independent contractor and not as an officer, employee, or agent of the Authority. The Grantee is responsible for Social Security

and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary



SMA HEALTHCARE, INC.

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

Its: Chief Executive Officer\_\_

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

ATTEST

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

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

**SMA (HOMELESS PROGRAM)  
2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee" or "SMA").

**INTRODUCTION:**

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

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

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

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated April 1, 2022. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$78,336.00 (Seventy-Eight Thousand Three Hundred Thirty-Six Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to, and based upon, the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code, and the number of medical sessions and the duration of each service received by each de-identified client.

4.2 Reimbursement Rate. Grantee shall be reimbursed for medical and psychiatric services provided to clients of the Program by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$150.00 for each one hour psychiatric diagnostic interview; (ii) a flat fee of \$60.00 for fifteen (15) minutes of pharmacological management; (iii) a flat fee of \$73.32 for each one hour of individual therapy; (iv) a flat fee of \$48.00 for each one hour of Eligibility/Certification, with invoices that separately break down time spent with each client by psychiatric ARNP, Medical ARNP and the Supervising Physician. Grantee shall be reimbursed for prescription medications provided to clients of the Program at the grantee's acquisition

cost plus a \$7.00 fill fee per prescription computed in a manner consistent with the Indigent Drug Program (IDP) reimbursement funded by the State of Florida Department of Children and Families; provided however, Grantee shall promptly apply and diligently pursue enrollment of each Program Participant in a pharmaceutical company's PAP program and Grantee shall not be entitled to reimbursement for prescription medications beyond the time reasonably necessary to enroll a Program Participant in a PAP program. The parties agree to review these rates in the event legislation or regulations are adopted which materially affect the Medicare Physician Fee Schedule. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as ‘Aids Drugs Assistance Program’ (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered income eligible if they have income of up to and including 150% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing care to, and improving the health of, indigent residents. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. Grantee shall also provide information regarding other Authority programs and encourage Participants to apply for a WVHA Health Card or any other federal or state health care program that Participants may be eligible.

6. **Screening.** In order to qualify residents under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 17, 2021 (“Screening Requirements”). The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. Alternatively, Grantee may complete a Certification of Homelessness (“Certification”) in a form that is mutually acceptable to the Authority and Grantee, which Certification shall be signed by an authorized program director and shall confirm that Grantee has made an assessment of the client’s eligibility and homelessness within the Tax District for a minimum of one month prior to its execution. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee’s testing materially insufficient.

7. **Utilization Reports.** Grantee shall provide Utilization Reports to the Authority by the 10th of each month detailing Program utilization by Tax District residents during the previous month. Utilization Reports shall include a de-identified listing of clients, their city of residence and zip code, and the number of medical sessions and the duration of each service received by each de-identified client; however, the Authority reserves the right to require additional reasonable utilization information in the event that it finds the information provided as insufficient. Grantee shall provide the Authority with reports made by it to other entities funding the Program, and Grantee shall also provide copies of any evaluations and reports made by other private or governmental groups that relate to the Project and/or this Agreement when they become

available to the Grantee. Grantee is not required to provide information related to non-parties to this Agreement to the Authority that is protected under Florida or Federal privacy or non-disclosure laws. In addition, Grantee shall make at least one (1) verbal report to the Authority board during the year detailing aspects of program utilization and efficacy. Grantee's efficacy in helping Authority in carrying out its mission shall be a significant factor in reviewing further funding requests.

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

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

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

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

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

9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public

records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

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

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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

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

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

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

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

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

21. **Indemnity.** Grantee shall obtain and maintain reasonable levels of insurance, provide evidence of that coverage upon reasonable request of the Authority, and make the Authority an additional insured under the insurance policies during the term of this Agreement.



Further, Grantee shall be liable for and shall indemnify, defend, and hold harmless the Authority and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions neglect, or omissions by the Grantee, its agents, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property except that the Grantee will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents, or employees.

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

**SMA HEALTHCARE, INC.**

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

ATTEST

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

**SMA (Level II Residential Treatment Services)  
2022-2023 FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and SMA HEALTHCARE, INC. ("Grantee" or "SMA").

**INTRODUCTION:**

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

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

Inasmuch as SMA desires to provide Level 2 residential treatment services including the type of hospital diversion and post-detoxification services for qualified West Volusia residents, and the Authority has determined that its provision of funding will enhance the availability of healthcare services for indigent residents of the Tax District.

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

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

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

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

1. **Funding Period.** This Agreement shall provide funding for the period from the 1st day of October, 2022 through the 30th day of September, 2023.

2. **Program.** As specified in Grantee's Application for Funding dated March 30, 2023. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.

3. **Funding.** The Authority agrees to provide up to \$550,000.00 (Five Hundred Fifty Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. ***Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

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

- 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code, and the number of medical sessions and the duration of each service received by each de-identified client.
- 4.2 Reimbursement Rate. Grantee shall be reimbursed for medical and psychiatric services provided to clients of the Program by licensed health care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$193.52 for each residential bed day including all Level II services for that day. Grantee shall be reimbursed for prescription medications provided to clients of the Program at the grantee's acquisition cost plus a \$7.00 fill fee per prescription computed in a manner consistent with the Indigent Drug Program (IDP) reimbursement funded by the State of Florida Department of Children and Families; provided however, Grantee shall promptly apply and diligently pursue enrollment of each Program Participant in a pharmaceutical company's PAP program and Grantee shall not be entitled to reimbursement for prescription medications beyond the time reasonably necessary to enroll a Program Participant in a PAP program. The parties agree to review these rates in the event legislation or regulations are adopted which materially affect the Medicare Physician Fee Schedule. In no event shall the annual

aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

5. **Program Participation.** WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered income eligible if they have income of up to and including 150% of the then applicable Federal Poverty Guidelines. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing care to, and improving the health of, indigent residents. The Program will collaborate with other agencies funded by the Authority, such as Employee Benefit Management Services, LLC, miCare, LLC, miRX, LLC, The

House Next Door, Inc., Rising Against All Odds, Inc., The Neighborhood Center of West Volusia, Inc. Healthy Start Coalition of Flagler & Volusia, Inc., Halifax Healthy Families Corporation (d/b/a Healthy Communities), Volusia County Health Department, Community Legal Services of Mid-Florida and Hispanic Health Initiatives, Inc. Grantee shall also provide information regarding other Authority programs and encourage Participants to apply for a WVHA Health Card or any other federal or state health care program that Participants may be eligible.

6. **Screening.** In order to meet income qualification under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 17, 2021 (“Screening Requirements”); provided however, Grantee shall be exempt from the income eligibility requirements in Section 2.02(4) and 6.02(9) of those Screening Requirements and thereby shall be allowed to qualify as Program Participants otherwise eligible residents who have Medicaid or Medicare insurance but do not have any insurance that covers the Program’s therapeutic counseling services. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. Alternatively, Grantee may complete a Certification of Homelessness (“Certification”) in a form that is mutually acceptable to the Authority and Grantee, which Certification shall be signed by an authorized program director and shall confirm that Grantee has made an assessment of the client’s eligibility and homelessness within the Tax District for a minimum of one month prior to its execution. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee’s testing materially insufficient.

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

8. **Site Inspection/Agreed Upon Procedures Report.** Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of

this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

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

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

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

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

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

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

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

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

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

If to Grantee:

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

If to the Authority:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**WEST VOLUSIA HOSPITAL AUTHORITY**

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

ATTEST

By: \_\_\_\_\_  
Voloria L. Manning, Its Secretary

**SMA HEALTHCARE, INC.**

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

Ivan A. Cosimi II  
Its: Chief Executive Officer

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

ATTEST

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

\_\_\_\_\_ Its Secretary

## DENTAL CARE SERVICES AGREEMENT -- WVHA-VCHD 2022-2023

This is an INTERLOCAL AGREEMENT -- WVHA-VCHD 2022-2023 (the "Agreement") between the WEST VOLUSIA HOSPITAL AUTHORITY, an independent special tax district in Volusia County, Florida (the "Authority"), created and existing under and by virtue of Chapter 57-2085, Laws of Florida, as amended (the "Enabling Legislation"), and the STATE OF FLORIDA, DEPARTMENT OF HEALTH, VOLUSIA COUNTY HEALTH DEPARTMENT (the "VCHD" or "Grantee"), a county public health unit established between County of Volusia, a political subdivision of the State of Florida and the Florida Department of Health, (collectively "the parties").

### RECITALS:

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

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

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

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

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

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

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

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

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

1. **General Covenants.** All parties agree:

- A) to mutually resolve any questions or concerns

related to the provision of services; and

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

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

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

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

2. **Effective Date.** This Agreement shall be effective as of October 1, 2022.

3. **Funding Period.** This Agreement shall provide funding for the Program operations during the remainder of the Authority's fiscal year ending the 30th day of September, 2023.

4. **Funding.** The Authority agrees to provide up to \$150,000.00 (One Hundred Fifty Thousand Dollars) in Funding for the Program operations during the Funding Period ('Funding Limit'); provided however, the parties' obligations under this Agreement are subject to the Authority's appropriation of the Funding; appropriation of the Funding is at the Authority Board of Commissioners' sole discretion. ***VCHD acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.***

5. **Program.** The Program are those parts of Grantee's Application for Funding dated 3/ 14/ 2022 which describe its administration of a program to provide general dental care to medically indigent residents of the District. For each "visit" as defined in Paragraph 6(b), Grantee shall be reimbursed for a bundle of services (from those listed by CDT codes in the attached Exhibit A) that Grantee's health care professionals deem necessary to provide general dental care. In the event of conflict between the terms of Grantee's Application for Funding and this Agreement, terms of this Agreement shall govern.

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

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

meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2022 through September 30, 2023 Funding Period. Undisputed invoices submitted by Grantee shall be paid by the Authority within sixty (60) days of presentment. In no event shall the annual aggregate Funding Disbursements provided to Grantee by the Authority under this Agreement be required to exceed the Funding Limit (as defined above).

b. Reimbursement Rate. Grantee shall be reimbursed a fee-per-visit basis of \$163.96 for each "visit" by an Eligible Participant (as defined in Paragraph 7) who receives health care services from a health care professional working at the Facility. A visit as used herein shall mean the same as defined by the Florida Medicaid County Health Department Clinic Services Coverage and Limitations Handbook (January 2007), is a single-day, face-to-face visit between a patient and any one or more of the following health care professional(s) for general dental care as defined in Paragraph 5: dentists, dental hygienists, dental assistants and dental clerks. Specialty dental care such as Dentures, Complex Extractions, Root Canal Therapy and Crowns, is excluded from reimbursement.

c. The Authority shall only reimburse Grantee at the agreed Reimbursement Rate for some of the Program's Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses (currently estimated at \$163.96 per visit) for providing general dental services to Eligible Participants; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays, Medicare or Medicaid reimbursements); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program's Eligible Participants. Except as expressly agreed in Paragraphs 6(b) and 6(d) herein, in order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that



which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.

d. A Final Report ["Report"] shall be made to the Authority no later than thirty (30) days after the end of each fiscal year (October 1-September 30), which shall present the total Allowable Costs Grantee incurred for the Program; Program income earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a consolidated statement detailing Program utilization. This Report and other materials shall be the basis for determining whether Funding Disbursements to the Grantee exceed Allowable Costs during each fiscal year. Funding Disbursements exceeding Allowable Costs shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination that Funding Disbursements exceeded Allowable Costs. Grantee may repay the amount that Funding Disbursements exceeded Allowable Costs by providing healthcare services to Eligible Participants, calculated at 163.96 for each visit (as defined in Paragraph 6(b)). Repayment of the amount that Funding Disbursements exceeded Allowable Costs shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the written determination of the excess Disbursement amount. However said interest shall be waived if Grantee repays the funds to the Authority within 90 days from issuance of the Authority's written determination that Disbursements exceeded Allowable Costs.

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

A) Residing within the District; and

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

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

8. **Screening.** In order to qualify under this Agreement, Program Participants must have a currently active WVHA Health Card on the date of service. Grantee shall encourage potentially eligible program participants to apply for the WVHA Health Card by submitting a completed application along with the required supporting documentation to The House Next Door, Inc., which is WVHA's Enrollment Certifying Agent for a determination of eligibility based on the applicant's residency, identification, income and assets based on guidelines in the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 17, 2021 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements.

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

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

Further, the VCHD shall provide to a member of the Authority or its appointed agent, or allow a member of the Authority, or its appointed agent, to review and examine the internal records of the VCHD pertaining to the Program, excluding Protected Health Information as defined in 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501], to ensure that VCHD has complied with the requirements of this Agreement and in order to compile a Compliance Report on the VCHD regarding the terms of this Agreement. The Compliance Report shall include a statement of the total amount received by the VCHD from the Authority, and an opinion as to VCHD compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If the VCHD receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to the VCHD.

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

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

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

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

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

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

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

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

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

breach or default.

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

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

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

If to the VCHD:

Stephen A. Civitelli, MPH

Administrator, Volusia County Health Department

1845 Holsonback Drive

P.O. Box 9190, Bin # 120

Daytona Beach, Florida 32120

If to the Authority:

West Volusia Hospital Authority

Attn: Chair

P.O. Box 940

DeLand, Florida 32721-0940

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

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

which shall be deemed an original.

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

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

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

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

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

23. **Agreement not a Joint Venture.** Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers among the parties or as constituting any party as the agent or representative of another party for any purpose or in any manner. The Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of any independent contractor and not as an officer, employee, or agent of the Authority. The

Grantee is responsible for Social Security and Income Tax withholdings. The Authority will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial, or clerical support). The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Authority.

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

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

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

WEST VOLUSIA HOSPITAL AUTHORITY

By:

---



Jennifer L. Coen, Its Chair

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

ATTEST:

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

Voloria L. Manning, Its Secretary

STATE OF FLORIDA, DEPARTMENT OF HEALTH

VOLUSIA COUNTY HEALTH DEPARTMENT

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

Stephen A. Civitelli, MPH, Its Administrator

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



**Web: HHI2001.org**  
**Email: info@hhi2001.org**

**“Building Healthier Communities  
One Person At A Time”**

**Tel: 386-320-0110**  
**Fax: 386-320-0861**

September 12, 2022

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

Dear Board of Commissioners,

Please accept this letter as a formal request for consideration of an increase of funding for Hispanic Health Initiatives' (HHI) budget for the program year of 2021-2022. In August of 2021, when the Board was in the process of finalizing its 2021-2022 budget, it made a decision to cut HHI's application request from \$75,000 to \$65,000, with a caveat of, if needed, HHI could make a request for a budget increase to match the additional funds needed.

As of August 31, 2022, HHI has been reimbursed for 95% of its budget totaling \$61,750, leaving only \$3,250 for reimbursement of its September 2022 billing. For the last 3 months HHI's has had an average reimbursement rate of \$8,250 and its August' rate was \$9650, therefore leaving the possibility of a deficit of approximately \$5000 - \$6400.

At this time, and because the reimbursement rate for September 2022 cannot be totaled until the month is over, I can only speculate an exact budget amount increase. For that reason I respectfully request the Board to consider raising HHI's 2021 – 2022 budget to equal only the amount that exceeds the \$3,250 left, with a cap of a total budget of \$75,000 for HHI's 2021-2022 program year. In addition, the Board may also choose to wait until its October 2022 meeting to make a decision on this matter when the exact dollar amount of the increase will be known.

I thank you in advance for your consideration of my request.

Sincerely,

Peter Willems  
Executive Director  
Hispanic Health Initiatives, Inc.

**From:** [Jennifer Coen](#)  
**To:** ["Rose Alberts"; jvertino@ebms.com](#)  
**Cc:** [Stacy Tebo](#); [Webb Shephard](#); [Ted Small](#)  
**Subject:** Fwd: Request for Meeting/Veracity Team  
**Date:** Monday, August 22, 2022 3:46:29 PM  
**Attachments:** [6-21 and 6-28 with notes.pdf](#)

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Good afternoon, Rose,

Thank you for the report.

As Chair of West Volusia Hospital Authority, I would like to reach out to "officially" coordinate a meeting with your team at Veracity, our new Administrator, Stacy Tebo, and Webb Shephard, CPA with James Moore & Co. Would it be possible to schedule a meeting next week?

We also have some questions specifically related to how to accurately expense Emergency room care (which should include Urgent Care facilities) and the corresponding reporting through Ebms/Veracity itemized billing reports that we currently use to code these expenses. I am attaching a copy of this report for June 21 & June 28th last report used by DRT to code such expense. As you can see only EmPros (which is AdventHealth ER "1099" doctors - subcontractors) are currently the only vendor being coded to ER expense #509.3. Please find below the specific motion creating funding for emergency room care.

Also of great importance, we want to confirm that Veracity has a funding cap in place for \$1 Million annual cap put on Emergency Room billing, NOT to exceed this cap in the fiscal year.

For all teams, please forward to any other team member in Veracity/James Moore who I may have not included in this initial request.

Thank you,

Jennifer Coen

**Motion 043 – 2021 (AMENDED)** Commissioner Coen amended her motion to adopt the recommendations made by Dr. Andrew Murray, CMO, EBMS as outlined in his email dated April 13, 2021 as stated below and to incorporate the language as stated by Attorney Small into bullet point 5. Commissioner Accardi seconded the amended motion.

- *Increase hospital funding for the 2021/22 program budget to \$4MM, of which 25% would be reserved for ED reimbursement – this establishes a de facto \$1.0M ED budget for 2021/22. Future year ED budgets to increase/decrease formulaically if utilization increase/decrease materially from a mutually agreed baseline: for example (a) increase the budget from \$1.0M to \$1.25M if ED utilization increases by 25% or more; similarly, (b) decrease the budget from \$1.0M to \$750k if ED utilization decrease by 25% or more.*
- *Invest in an ED diversion program by expanding access to this new ED budget for care through more cost-effective, alternative sites of service (i.e. Urgent Care). Urgent Care should be reimbursable only when the miCare clinic is not available.*
- *All contracted ED and/or Urgent Care providers draw down from this annual budget through submitting invoices for either facility fee charges (e.g. hospitals) or professional fee charges (all contracted specialists working in the ED / Urgent Care, whether hospital-employed or independent).*
- *Rate of reimbursement for both facility and professional fees to be contracted at 85% of Medicare.*

*Participating providers should agree to provide all hospital care including ED care without any member balance billing, even when the annual hospital-ED budget has been depleted.*

- *Participating providers should agree to a formal 3 year network agreement with fixed rate of 85% of Medicare, subject to annual hospital and ED budget caps as proposed above.*
- *Hospitals should commit to a mutually agreeable accountability / transparency mechanism that may include submitting quarterly reports, periodically sharing external accreditation reports and agreement to not decrease access or adversely impact the quality of care available to the community.*
- *As an inducement to finalize contracting and given current favorable budget performance, allow ED reimbursement effective from June 1<sup>st</sup> 2021 from the current \$3.0M Hospital budget (2020/21 program year) for those providers who conclude contracting by May 31<sup>st</sup>, 2021. Cap such potential payments to not exceed \$250,000 during the 2020/21 program year (i.e. 4/12<sup>ths</sup> of 25% of \$3.0M).*

Roll Call:

Commissioner Accardi	Yes
Commissioner Coen	Yes
Commissioner Craig	Yes
Chair Manning	Yes
Commissioner Soukup	Yes

The motion passed unanimously

--

**Jennifer Coen**

**Commissioner**

**West Volusia Hospital Authority Board of Commissioners**

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## **WEST VOLUSIA HOSPITAL AUTHORITY AGENDA MEMO**

TO: WVHA Commissioners  
FROM: Stacy Tebo, WVHA Administrator  
RE: Scanning Project Update  
DATE: September 12, 2022

After the last meeting, I contacted 4 more companies for the scanning project. Two did not provide quotes, and two are included for your review. DataSavers and Image One both visited DRT to look at our records before emailing their quotes. I did not include the full MCCi document that was in the packet last month. I only included the pricing page and their description of quality control.

Image One's quote is very similar to MCCi's quote. Both companies price their projects based on the number of images. They estimate the number of images to arrive at the quote. Both companies advise that their estimates are probably higher than the final price will be once all the documents have been scanned. Both invoice for the actual number of images.

DataSavers has a state contract for Document Management Services that is valid through August 2026. They utilize two quoting systems. They will provide a quote similar to Image One and MCCi, which is based upon an image number estimate. They also quote by the number of boxes, so there is not uncertainty on the part of the client as to what the project will cost. Their quote for the number of boxes is included in your packet, and they do not require a contract for a project this small. In their words, "This is a one-time project handled by our special project agreement. If the services offered were for long term record storage or ongoing document destruction, we have a standard contract. But for a one and done imaging project, this is what we use. This project is below the micro-threshold for government contracts."

All of the companies will provide us with a scan on demand if we were to need a document in the midst of the project. Depending on how many times we ask, that might incur an additional fee. Because these are mostly older permanent records, I do not anticipate us needing any of the documents while they're being scanned.

These companies have performed the kind of work we are requesting, and I have contacted previous government clients. The Board should feel comfortable that any of the companies are capable for this project and can base their decision on cost.

# PRICING



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Estimate Date:** August 11, 2022

<b>Project I – Conversion of Documents estimated cost</b>	<b>\$16,243.75</b>
Excess Images @ \$0.17	
NCPA Discount	<b>(\$812.19)</b>
<b><u>TOTAL ESTIMATED PROJECT COST</u></b>	<b><u>\$15,431.56</u></b>

**ALL QUOTES EXPIRE IN 30 DAYS**

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

**NCPA Pricing** - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

WVHA Board Members,

I asked Bryan at MCCi to explain how often each scanned item is checked, which came up at our last meeting. Please see below for his description of quality control.

Stacy Tebo  
WVHA Administrator

**From:** Bryan Frick <[bryanf@mccinnovations.com](mailto:bryanf@mccinnovations.com)>  
**Sent:** Monday, August 22, 2022 1:30 PM  
**To:** [stebo@westvolusiahospitalauthority.org](mailto:stebo@westvolusiahospitalauthority.org)  
**Subject:** RE: scanning estimate

Quality Control is a big thing. Images are QC checked at every step of the process to verify image quality and accuracy of metadata. So yes, while we do put a stack of paper in a scanner the equipment and capture software are so advanced these days that the operator will be notified if more than one page goes through the scanner at a time and the software adjusts for image quality on the fly. Even so the scanner operator is watching the images as they appear on the screen and can stop if an image needs to be corrected. Once again when the files go to the indexing step the indexers will look at each image to make sure it is legible, delete any blank pages and make sure what images go with each file. Finally, after indexing step there is a QC inspection where images are again checked randomly for clarity, accuracy and quality. Between the scanning hardware and software and multiple sets of eyes it is rare anything gets missed. We do this all day every day for all those clients I listed in a previous email and many more across the country so we have a good process down that makes sure everything gets captured.

Thanks!

Bryan Frick  
[Account Executive](#)



Phone: 850-701-0725 ext. 7729  
Cell: 352-258-5203  
Support: 850-701-0737  
[bryanf@mccinnovations.com](mailto:bryanf@mccinnovations.com)  
[www.mccinnovations.com](http://www.mccinnovations.com)





**Point of Contacts:**

DataSavers Project and Account Manager – Michael Lombardi  
DataSavers Customer Service and Billing Manager – Tina Williams  
WVHA POC – Stacy Tebo

**Place of Performance:**

1006 N. Woodland Blvd, Deland FL  
888 Suemac Rd, Jacksonville FL 32254

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**BILLING INFORMATION & ESTIMATED COSTS:**

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**TOTAL PHASE I ESTIMATED COSTS = \$9,242.00\***

**TOTAL PHASE II ESTIMATED COSTS = \$TBD\***

**GRAND TOTAL = \$9,242.0**

**\*ESTIMATED COSTS ARE SUBJECT TO CHANGE AND WILL REFLECT ACTUAL WORK PERFORMED.**

**CLIENT NAME:** West Volusia Hospital Authority

**BILLING CONTACT:** 1006 N. Woodland Blvd, Deland FL 32720

**BILLING CONTACT:** Stacy Tebo

**CITY:** Deland

**STATE:** FL

**ZIP:** 32720

**PHONE:** 386.456.1252

**FAX:** na

**CELL:** na

**EMAIL ADDRESS:** stebo@westvolusiahospitalauthority.org

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**AUTHORIZED SIGNATURE**

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By signing this agreement, as an Authorized Representative of the above stated company, I agree to all information provided herein and will accept and remit payment for all fees associated with the services provided by DataSavers.

**West Volusia Hospital Authority Representative (Guarantor of Payment)**

**Date:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Title:**

**DATASAVERS Representative:**

**Date:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Title:**



## **SCOPE OF WORK**

### **West Volusia Hospital Authority**

The purpose of this project is to pick-up, inventory, index, scan into electronic files for West Volusia Hospital Authority document management system. File will ultimately be shredded.

#### **Record Management Services:**

- On-site packing and removal of permanent records, meeting minutes and financials located at 1006 N. Woodland Blvd., Deland FL 32720
- Relocation of 47 boxes to DataSavers facility located at 888 Suemac Rd, Jacksonville, FL.
- Indexing of box contents/files @ DataSavers storage facility.
- 60-day storage at DataSavers NARA certified and State of Florida approved record storage facility.
- Document disposition/destruction/shredding at DataSavers NAID "AAA" certified facility located at 888 Suemac Rd, Jacksonville FL

#### **Document Scanning Services:**

- Scan documents at a minimum of 300 DPI for optimum readability.
- Output format will be PDF.
- Index files by 3 fields – Box ID, File Type, Date
- Files will be delivered to via 1 portable hard drive supplied by DataSavers.
- WVHA will upload scanned files into their document management system.
- All scanning will be in black and white, automatic blank page removal, page rotation, deskew and despeckle.
- File scan and index accuracy rate of 99% or better.
- Scan on Demand (SOD) will electronically deliver files within 24 hours of request.
- DataSavers will process SOD requests between 8am and 5pm weekdays
- DataSavers will provide document scanning services per its ISO 9001/2015 procedures

#### **Document Destruction Services:**

- DataSavers will provide off-site NAID "AAA" certified document destruction/shredding services per written authorization.
- DataSavers will provide Certificates of Destruction.

#### **Optional Scan on Demand Services (SOD):**

- DataSavers can provide SOD next day services at the costs outlined in the pricing worksheet.
- SOD files will be delivered via SFTP or via ShareSync its enterprise-class backup and file sharing service within 24 hours of request during normal business hours Monday thru Friday.

## DataSavers, Inc.

### Document/Media Imaging ISO 9001 Procedures



#### **RECEIPT of Documents:**

Documents are received, identified, and tracked by a Receiving Clerk at DataSavers Imaging Center (DSI) or on-site at client's location in a means compliant with the Statement of Work. Documents are assigned a DSI Barcode and work production label and documents are logged in our Database.

#### 1.0 Procedure

##### 1.1 Identification of CLIENT Supplied Material:

- 1.1.1 A unique job code is provided to the client with the Statement of Work.
- 1.1.2 A receiving DSI clerk obtains client supplied product and identifies the job to which it belongs.
- 1.1.3 The receiving clerk keeps a log for the receipt and inspection of all client Supplied Material using *the Imaging Receiving and Archival Log form*.

##### 1.2 Staging for process continuation

- 1.2.1 When all receiving functions have been completed, the Receiving Clerk signs and dates the portion *Process Control Sheet* that correspond DSI to the receiving function.
- 1.2.2 The box is then to be placed in a staging area for the next stage of processing, as set forth in the Statement of Work and summarized in the *Process Control Sheet*.

#### **Document Tracking and Tracing:**

Subject to contract specifications, hard copy of client supplied product received by the Imaging Department is be labeled with a project-specific job code. A material is assigned a bar-coded label. This label is used as a unique tracking identity throughout the document imaging process; the value is captured in the image capture stage of production to link the digital image to the location of the source documents.

## 2.0 Procedures

- 2.1 CLIENT supplied material is obtained, identified by job code/work order number, and inspected by the Receiving Clerk. DATASAVERS labels are assigned and all boxes are scanned to the imaging location in accordance with individual Statements of Work. Inspection, Receipt, and Archival of all materials will be logged in the *Imaging Receiving and Archival Log*.
- 2.2 Material is stored in the assigned Boxes throughout the process; it is removed only temporarily for production purposes and then placed back in the same container. The *Process Control Sheet* identifies those individuals responsible for efficient and accurate production at each stage.
- 2.3 The DATASAVERS Box number and any other identification information specified by the individual Statement of Work is captured at the scanner during image capture to maintain continuous traceability.
- 2.4 Each project, and therefore each job code/work order number, is processed separately in a customizable software module. This ensures that documents belonging to a specific job code will always be processed together, separately from other job codes/work order numbers. The scanner selects this module during the image capture process and the document imaging software tracks material through the software and system-based stages of production.
- 2.5 The identification and traceability of electronic documents is specified by the Statement of Work.
- 2.6 Specifications for the transmission of the final product which consists of electronic images and index data is based on the CLIENT's Statement of Work.

### **Document Preparation and Document Determination (prep):**

In order to use scanning equipment, documents must be prepared for processing. At minimum, this includes removing all staples, paperclips, or other fasteners and mending torn or mutilated pages. Many other steps may be included in this process as specified by the associated Statement of Work including document Determination (Document classification of categories).

## 3.0 Procedures

### 3.1 DOCUMENT PREP

- 3.1.1 The Document Prep Operator verifies that the manifest, which the receiving clerk also initially verifies, correspond DSI with the CLIENT supplied product. This manifest may be either generated off-site by the client or produced on-site by the receiving clerk as per CLIENT specifications outlined in the Statement of Work.
- 3.1.2 Document Prep operators remove staples, paper clips, and fasteners that would cause damage to production scanning equipment and cause significant delays in the image capture process.
- 3.1.3 Operators mend tears or holes that would cause delays or damage to the scanning equipment or source documents.
- 3.1.4 Based on size requirements, documents may be taped to another sheet of paper to prevent scanner damage or delay.

- 3.1.5 Documents requiring photocopy must be identified within the box, if a photocopy step has been specified within the Statement of Work. Photocopy may be necessary based on the texture, color or size of the document. If it is determined by the imaging specialist that a document's quality cannot be improved by photocopy, a *Best Images* form needs to be inserted in front of the document. Process specifications are determined in the Statement of Work.
- 3.1.6 Multi-part forms that contain carbon copies are separated to prevent scanner damage or delay.
- 3.1.7 As determined by the Statement of Work, when a non-image able (NIA) item arrives, the *NIA Materials Form* will be filled out and placed in front of NIA documents.
- 3.1.8 When every page in the carton has been prepared, the Document Preparation Operator will sign and date the portion of the Process Control Sheet corresponding to the Prep function as well log in the information in our Production Database.
- 3.1.9 The carton is placed in the next stage of processing as determined by the Statement of Work and summarized by the Process Control Sheet.

#### **Image Capture/Scanning:**

The function of image capture is to scan documents and create a digital image. The digital image structure is determined by CLIENT'S Statement of Work. The images may be single or multiple pages and/or single or multiple levels. The process by which the image is captured will be specified by the Statement of Work.

In order to track created images or expedite processing, which is also subject to client specifications, data may be extracted from the document, file, or box at this stage in the process. Such data extraction requirements will be presented to the scanner by the software module as programmed by DSI and documented in the Statement of Work.

In order to ensure that documents have successfully been recognized by the scanner, a unique mark may be imprinted on the document for audit and review purposes.

### **4.0 Procedures**

#### **4.1 Patch Sheet Insertion**

- 4.1.1 Patch Sheets / Barcodes are used to separate and insert multiple levels in the image capture process. The Patch Sheets / barcodes are recognized by the scanner, which initiates the necessary function. The stage in the process where these sheets are inserted, as well as the utilization scheme is determined in the Statement of Work and summarized on the *Process Control Sheet*.
- 4.1.2 In addition to indicating the document scheme, the Patch Sheets may include additional data to be extracted by the scanner; this is determined in the Statement of Work
- 4.1.3 The Operator signs and dates the Process Control Sheet at the process stage where Patch Sheet Insertion is completed.
- 4.1.4 The carton is placed in the next stage of processing as summarized by the process control sheet.

## 4.2 Image Capture – Hard Copy Source Document Scanning

- 4.2.1 Upon receiving a carton for scanning, the Scanning Operator selects the correct job code from the list of scanner settings.
- 4.2.2 The Scanning Operator extracts any data from the document, file, box, etc. as specified by the Statement of Work and prompted by the scanning module.
- 4.2.3 The Scanning Operator completes the *Scanning Log Sheet* and any additional scanner tracking forms as specified or required by the project-specific Statement of Work.
- 4.2.4 The Scanning Operator scans the documents in the orientation specified by the Statement of Work.
- 4.2.5 Any problems are also logged on the *Scanning Log Sheet*.
- 4.2.6 When the Scanning Operator has completed the entire box, he/she will sign and date the portion of the Process Control Sheet that corresponds to the scanning function.
- 4.2.7 The carton is then be placed in the next stage of production as determined in the Statement of Work and summarized by the Process Control Sheet.

## 4.3 Image Audit

- 4.3.1 The Image Audit Operator verifies that every page has been recognized by the scanner by the presence of the image mark (\*) or DCN (document control number).
- 4.3.2 When the specified documents have been audited, the Image Audit Operator signs and dates the portion of the Process Control Sheet that corresponds to the Image Audit function.
- 4.3.3 The carton is then placed in the next stage of production as specified by the Statement of Work and summarized by the Process Control Sheet.

### **Image Processing:**

Many steps may be programmed for automatic or manually attended image enhancement and processing. The selection of modules and the degree of utilization is selected by the Statement of Work. DSI is responsible for translating CLIENT'S specified requirements into software modules and systems flows. Imaging processing may consist of a combination of the following stages: Image Enhancement, Blank Page Removal, and Quality Assurance, Rescan.

## 5.0 Procedure

### 5.1 Image Enhancement

- 5.1.1 Image Enhancement is an auto-attended module that improves the quality of the image. Processes available under this stage of Image Processing may include, but are not to be limited to, border/noise removal, image de-skew, image de-speckle, image de-line, size reduction, blank page removal or image rotation.

- 5.1.2 When the images have completed this stage of processing, the software module will forward images to the next stage of production.

## 5.2 Blank Page Removal

- 5.2.1 Simplex documents scanned in duplex mode will create a blank image. CLIENT may select to have an operator manually verify that the page is blank before deletion. This choice will be documented in the Statement of Work.
- 5.2.2 When the images have completed this stage of processing, the software module forwards images to the next stage of production.

## 5.3 Quality Assurance

- 5.3.1 Images are delivered to the operator for review. The operator has the ability to rotate images and/or send the image to rescan by identifying it as appropriate.
- 5.3.2 When the images have completed this stage of processing, the software module forwards the images to the next stage of production.

## 5.4 Rescan

- 5.4.1 Kodak scanners or Flat bed scanners are used to rescan documents that have been identified as in need of image repair.
- 5.4.2 The Rescan operator chooses the Rescan module for the project.
- 5.4.3 The operator is able to adjust the image parameters to improve the image and, by scanning at a higher resolution, attempt to produce a higher quality image. The new, improved image replaces the old image.
- 5.4.4 When the images have completed this stage of processing the software module designed for the project forwards images to the next stage of production.

### **Data Capture:**

Data can be extracted by digital image or from paper documents. Exactly what data is extracted is detailed in the Statement of Work.

## 6.0 Procedures

### 6.1 Extraction from Digital Image

- 6.1.1 The Indexing Operator verifies that the documents to be indexed have been audited by the image auditor if this has been stated to be a necessary step in the Statement of Work.
- 6.1.2 The Indexing Operator signs on to the computer by typing in a unique user name and password.
- 6.1.3 The Index Operator is then instructed by the Supervisory staff to pick Boxes/batch to be index.
- 6.1.4 When opening a batch, the image that appears on the computer screen is the document that has been prepped and scanned. There are specific fields on the screen that have been programmed according to what data needs to be extracted as specified in the Statement of

Work. The Indexing Operator then locates the necessary data, which has been specified in the Statement of Work, on the electronic document and types this information into the appropriate fields using alpha and/or numeric characters. The Indexing Operator is identified by their log in name which is associated with the batch.

- 6.1.5 Double data entry is performed for those applications specified in the Statement of Work. The index operator keys again the specified fields that have been programmed according to what data needs to be extracted. Any variations from the 1<sup>st</sup> data entry to 2<sup>nd</sup> data entry key are corrected.
- 6.1.6 Error verification relies simply on the client. If this option is chosen the degree to which errors are to be rechecked and verified are stated in the Statement of Work.
- 6.1.7 The actual data that is extracted from the images may be compiled into one (1) textfile for the CLIENT to receive. CLIENT can reference the data extracted from the documents via the textfile. How data is sent back to CLIENT is outlined in the Statement of Work and is also referenced in Image/Index to Export User.

## 6.2 Extraction from Paper Documents

- 6.2.1 The Index Operator is then instructed by the Supervisory staff to index paper documents.
- 6.2.2 There are specific fields on the screen that have been programmed according to what data needs to be extracted as specified in the Statement of Work. The Indexing Operator then locates the necessary data, which has been specified in the Statement of Work, on the paper document and types this information into the appropriate fields using alpha and/or numeric characters. The Indexing Operator is identified by their log in name which is associated with the batch.
- 6.2.3 Error verification relies simply on CLIENT. If this option is chosen the degree to which errors are to be rechecked and verified will be stated in the Statement of Work.
- 6.2.4 The actual data that is extracted from the paper documents will be compiled into one textfile for the client to receive. CLIENT will reference the data extracted from the documents via the textfile. How data is sent back to the CLIENT is outlined in the Statement of Work and is also reference in Image/Index to Export User.

### **Image/Data Export to User:**

When a document has completed all the stages of imaging, the image itself and information extracted from that document create a TIF or PDF and textfile respectively. At this point, the information is sent electronically according to the CLIENT specifications as outlined in the Statement of Work.

## 7.0 Procedures

### 7.1 Index/Image Export to End User

- 7.1.1 A source document that has gone through all the stages of imaging, including document prep, image capture, and index data extraction will automatically create a textfile and TIFF/PDF in DataSavers' database.
- 7.2.1 The Supervisory Staff can reference data from the textfile and TIFF/PDF once it has been created at any given time.



- 7.3.1 At this point, the Statement of Work outlines the prearranged agreement between DataSavers and CLIENT as to how the gathered information is returned to CLIENT. Some principal methods of returning information to the client include, but are not limited to, specific databases, FTP, DVD, flash drive or hard drive. If hardware is the choice of CLIENT a hard drive export and a Device Creation Log must be filled out with the appropriate information.

**Post Prep/Re-Assembly:**

The hard copy documents exit the document imaging process in one of several methods as specified in the Statement of Work.

**8.0 Procedures**

- 8.1.1 Documents that are returned to the CLIENT are controlled under Handling, Storage, Packaging, Preservation;
- 8.1.2 Documents that are added/returned to DATASAVERS for archival storage are handled under Handling, Storage, Packaging, Preservation);
- 8.1.3 Documents that are destroyed through DATASAVERS's NAID certified destruction process are handled under "Handling, Storage, Packaging, Preservation".

The background of the image is a server room with blue lighting. On the left, there are rows of server racks with glass doors. Some doors are slightly open, revealing internal components. The floor is a light blue, and the ceiling has a grid of lights. The overall atmosphere is clean and high-tech.

# DataSavers

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Information Management Solutions

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# Past Performance



**US Army Corps  
of Engineers®**







Securing, storing and managing your information throughout its life cycle

# Why DataSavers?

As a “cradle to grave” information management provider, DataSavers provides a full array of services in the information management spectrum. Whether paper, film or digital, we’ve provided document management solutions to industries across the private and government sector. Established in 1989 as a record storage provider, DataSavers expanded into document imaging services in 2002, and document destruction services in 2010. DataSavers is a Woman Owned Small Business (WOSB) with a “hands on approach to service and quality, but with a technical knowledge base rivaling our larger counterparts. ISO 9001 and NAID certified NARA 36 CFR 1234 approved and a GSA federal contractor. We adhere to HIPPA, SOX, FACTA, HITECH and DOD RIM regulations. We are members of ARMA and AIIM, and affiliated with National Records Centers. Let DataSavers provide you with a cost-effective document management solution—whether paper or image, capture or store, access and retrieve—optimization and value for your document management processes and workflows.

*“Data access, integrity and security is ingrained in our company culture”*

*- Charlene Sullivan  
President & CEO*

DATASAVERS Inc. is comprised of four divisions, each with its own group of operations and sales support: Records Management, Document Imaging, Document Destruction, and Claims Processing. Extensive business process documentation, performance metrics measurements, standardization, continuous improvement and exceptional customer service are the hallmarks of the DATASAVERS culture.

Records Management	Document Imaging	Document Destruction	Claims/Mail Processing
<ul style="list-style-type: none"> <li>- Records Storage</li> <li>- Access, retrieval, distribution</li> <li>- DocTracker Inventory Management System</li> <li>-NARA Compliant</li> <li>- ISO 9001 Certified</li> </ul>	<ul style="list-style-type: none"> <li>- Paper to Image</li> <li>- Data capture</li> <li>- Film to image</li> <li>- Large format scanning</li> <li>- Content Management</li> <li>-OCR, ICR forms recognition</li> </ul>	<ul style="list-style-type: none"> <li>-Plant-based Shredding</li> <li>- NAID certified</li> <li>-ISO 9001 Certified</li> <li>- Hard drive destruction</li> <li>- Secured transfer vehicles</li> <li>-Bin/Consoles rotation</li> </ul>	<ul style="list-style-type: none"> <li>- Claims adjudication</li> <li>- Mail room management</li> <li>- On-site or off-site services</li> <li>- Workflow solutions</li> <li>- Information handling/management</li> </ul>



## Certifications and Compliances



### **GSA Federal Supply Schedule**

**Contract Holder: GS-03F-0042Y**

GSA pre-negotiates prices and terms with Industry Partners and awards a contract under the MAS program. This type of contracting creates an agreement where any participating Government agency may purchase the products or services covered by the contract according to its prices and terms.



### **CERTIFIED in ISO 9001/2015 for Information Management**

An ISO 9001/2015 certificate is not a once-and-for-all award, but must be renewed at regular intervals. There are no grades of competence within ISO 9001: a company is certified when it is committed to the method and model of quality management described in the standard.



### **National Archives and Records Administration 36 CFR 1234 COMPLIANT and APPROVED**

DataSavers' facility is in compliance with 36 CFR 1234 and is approved for use as a Federal records storage facility. There are only 33 commercial record centers with NARA designation out of approximately 6,500 nationwide facilities.



### **"AAA" CERTIFIED**

NAID is the standards setting body for the information destruction industry. **NAID AAA Certification** verifies the qualifications of certified information destruction providers through a comprehensive scheduled and unannounced audit program.



### **CERTIFIED**

The WOSB Program is a program that authorizes contracting officers to restrict competition (or set aside) certain requirements for competition solely amongst women-owned small businesses.



Florida State Purchasing awarded State Term Contract (STC) #78131804-17-01 for Document Management Services was executed and is valid through August 21, 2026.



**DATA SAVERS**  
INFORMATION MANAGEMENT SOLUTIONS

Document Scanning Project for the  
West Volusia Hospital Authority

**Company Information:**

DataSavers, Inc.  
888 Suemac Rd  
Jacksonville, FL 32254  
P (844) 372-8377  
F (904) 786-1294

[www.datasaversusa.com](http://www.datasaversusa.com)

POC: Michael Lombardi  
Vice President Sales and Operations  
P (844) 372-8377  
F (904) 786-1294  
[mlombardi@datasaversfl.com](mailto:mlombardi@datasaversfl.com)

**DUNS:** 80-370-4154

**FL State Contract:** 78131804-17-01

**FEIN#:** 59-2934736

**NAICS Codes:** 493190, 519120,  
541611, 561110, 561210

**Business Size:** Small Business

**Minority Status:** Woman Owned

**ISO 9001/2015:** Certified

**GSA Federal Supply Schedule 36**

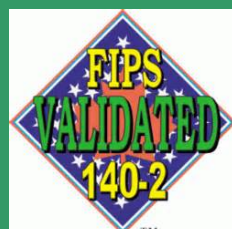
**Contract Holder:** GS-03F-0042Y

**NARA 36 CFR 1234:** Compliant

**ICRM:** Certified

**NAID:** Certified

**Certifications/Compliances:**



## **SCOPE OF WORK**

### **West Volusia Hospital Authority**

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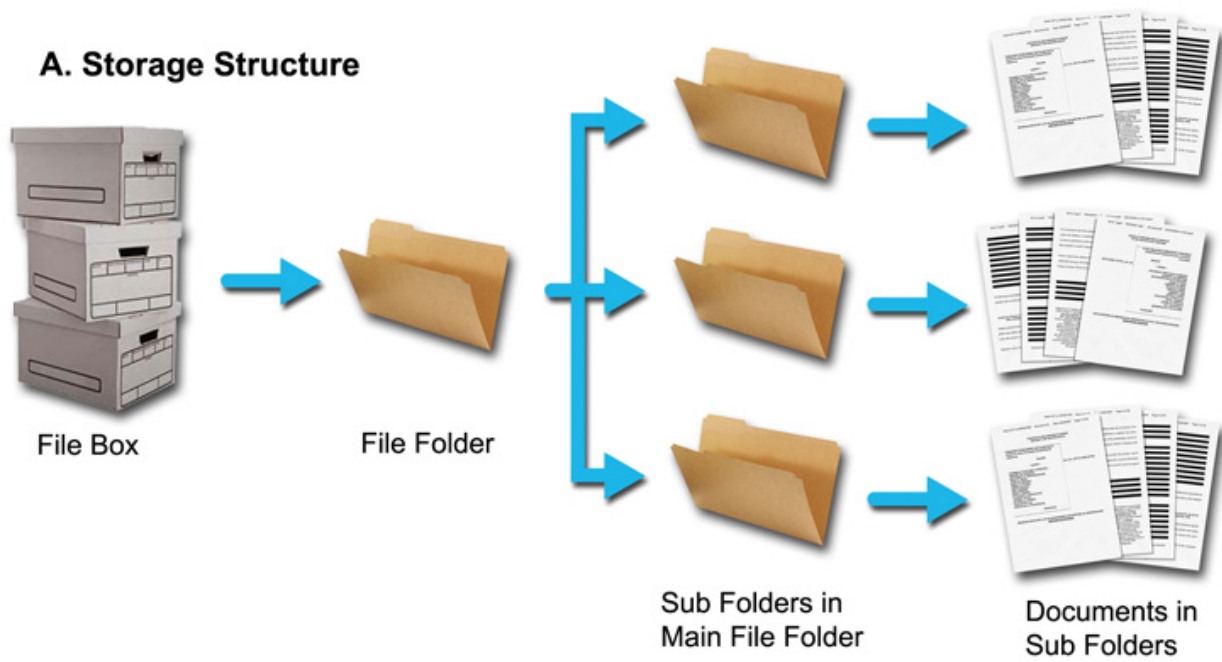
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- DataSavers can provide SOD next day services at the costs outlined in the pricing worksheet.
- SOD files will be delivered via SFTP or via ShareSync its enterprise-class backup and file sharing service within 24 hours of request during normal business hours Monday thru Friday.

# FOLDER STRUCTURE EXAMPLE



## A. Storage Structure





Date	8/31/2022
Quote Number	8312022
Quote Expiration	10/1/2022

Provided By	Michael Lombardi
Phone	904-786-5749
Email	<a href="mailto:mlombardi@datasaversfl.com">mlombardi@datasaversfl.com</a>

Subtotal	\$ 9,242.50
Sales Tax	
Total	\$ 9,242.50

*DataSavers*  
888 Suemac Road  
Jacksonville, Florida 32254  
phone: 904-786-5749 / toll free: 844-372-8377 / fax: 904-786-1294  
[www.datasaversusa.com](http://www.datasaversusa.com)



September 9th, 2022

Dear **Stacy**,

Thank you for the opportunity to submit this proposal for Image One to convert the permit files and plans into digital images for West Volusia Hospital Authority that can be stored and retrieved electronically. As part of this proposal, I have included pricing on **converting your paper files to digital format and the destruction of those paper files.**

Image One has successfully completed hundreds of Document Scanning Projects and implemented Content Management Systems throughout Florida and the United States, encompassing various applications. In this document, you will find detailed information on our solution and pricing for all of the necessary services and components.

Once again, thank you for the opportunity to submit this proposal. If you have any questions about our proposal or need further information, please call me on my cell phone at 814-934-9481 or email me at [mcooney@image-1.com](mailto:mcooney@image-1.com). We at Image One look forward to working with you on this project.

Sincerely,

*Michael Cooney*

Image One Corporation  
Director of Sales  
Mobile: 814-934-9481  
Direct: 813-888-8288 Ext 264  
[mcooney@image-1.com](mailto:mcooney@image-1.com)

## **Current Situation Description**

### **WEST VOLUSIA HOSPITAL AUTHORITY**

- Has approximately 42 Standard Banker Boxes of 8.5 x 11 B&W documents and 3 Double Banker Boxes estimated at 2,500 pages per standard banker box and 5,000 for the double banker box for a total of 120,000 pages.
- Indexing will be Document Type, Box Number, and Information on Sheet inside Binder
- Image One will come onsite to retrieve the record boxes located at Dreggors, Rigsby & Teal in DeLand
- After the digitization process has occurred and images have been given the okay WEST VOLUSIA HOSPITAL AUTHORITY would like Image One to destroy the paper documents and give a certificate of destruction.

## **Image One Conversion Services Approach**

Below is a task-by-task description of the Image One Conversion Services required for this project.

### **Pick-up of Files**

The files to be scanned will be picked up by Image One employees at the Dreggors, Rigsby & Teal in DeLand located, and will be transported to Image One's Conversion Facility in Tampa. All files will be transported using one of Image One's document transport vans/trucks. When the boxes of records arrive at Image One, they will be logged as received and entered into our inventory system so that they can be tracked. All documents when not in the Document Prep or Scanning areas will be kept in our secure document storage area which is only accessible by a few key staff members and management.

Image One believes that we can pick up all the boxes at once and should have this job completed no later than three weeks.

### **Document Preparation**

Image One staff will provide document preparation services to include:

- Removing staples and fasteners
- Repairing ripped or torn pages
- Unrolling and unfolding of large format documents
- Shading of seals
- Re-positioning of post-it notes that may be covering information
- Taping of smaller than 8.5"x11" documents onto blank 8.5"x11" pages
- Marking illegible documents
- Make copies of pages that are too thin or in a condition that would make them impossible to pass through a scanner
- Inserting separator sheets between files and document types when necessary
- Verifying that target sheets are in the correct location
- Counting the number of files, number of pages per file, and the size of the pages and noting it on the log sheet and batch header sheets so it can be compared to the number of pages scanned during the QC process
- Any other tasks required to make sure as many documents as possible can be scanned

Image One staff will group documents into batches of equal size for easy tracking to facilitate any troubleshooting that may occur later in the process. A unique, sequentially numbered batch header sheet will be placed before each batch. Documents will be counted, the number written on the batch header sheet, and the prepper's initials and date. The batches of documents will be placed in boxes labeled with a sticker signifying that they have not been scanned, the date, and the batch numbers contained therein. At this point, they will be moved into the scanning area.

### **Document Capture/Scanning**

Image One currently uses our Intelligent Capture Xcel (ICX) software as its front-end capture (scanning) subsystem. ICX can read barcodes and/or OCR documents to facilitate automated indexing and store images in batches until they can be processed further. Index values can also be manually keyed into ICX.

Image One will scan all small format documents using Panasonic, Canon, and/or Opex document scanners. All large format documents will be scanned using Context or WideTek wide format scanners. All scanners will be connected to the ICX, which allows files to be scanned in batches and facilitates combining small and large format images into the same scanned document file where required. All small format documents will be scanned as double-sided and all blank backsides will automatically be deleted and will not be

### **Document Capture/Scanning Continued**

Included in document scanning counts. Any resulting images that are not deemed acceptable by a visual inspection will be rescanned after adjustments have been made to the scanner.

For the requirements of this project, all images will be scanned into a PDF-A file format at a resolution of 300 DPI, the minimum government standard for municipal documents and OCR'd.

At the scan station, the scanner operator will enter the batch number and the document count from the batch header sheet and proceed with scanning. When the batch is thoroughly scanned, the scanning software will notify the scan operator if the document count entered into the software does not match the number of scanned pages. These counts will be reconciled before the electronic batches go on to the indexing step. Reconciliation will involve recounting the pages in the batch for a second time. If correct, each new document recognized will be viewed and compared to the hard copy until the missing document sheet is found and identified. The scanner operator will initial the batch header sheet. The scanned batches will be replaced in the box, and a sticker signifying that they have been scanned will be placed on the box. The electronic batches will automatically be forwarded to the indexing area.

### **Indexing**

After files have been scanned, the electronic batches of images will be opened, and each file will be identified by metadata, making it easy to identify a file/document. Based on the requirements for this project, Image One will Index

- Document Type
- Box Number
- Info on Sheet inside Binder

### **Quality Control (QC), Security and Privacy**

The following highlights some of the critical QC points in the conversion process.

Document counts will be verified manually before scanning. Image One's Capture Software will then verify these counts at scan time. If the counts do not match, the batch will be pulled, and the discrepancy will be resolved. During scanning, stop scanning is when a document has not been imaged within the parameters defined during set-up. This allows the operator to adjust the settings while viewing the document on the screen and then accept the changes when the document is acceptable, thereby freeing the scanner to begin scanning again. After scanning, every image will be examined more closely, and batches that are found to have poor-quality images will be sent for rescanning. The indexing stage is also another QC step. To name each file an Image One data entry clerk will have to view each file to get the project name from the lead sheets. If they notice any poor-quality images, they will have them sent back to scanning for rescanning. After a batch has been indexed but before it is released, several more documents will be examined for accuracy of indexing and image quality.

As part of the set-up and consultation process, Image One and **WEST VOLUSIA HOSPITAL AUTHORITY** will establish standards for an acceptable image. Image one will apply those parameters to its QC process. If any images get to **WEST VOLUSIA HOSPITAL AUTHORITY** and they do not meet these parameters; you will have 30 days to request a document be rescanned.

### **Quality Control (QC), Security and Privacy Continued:**

While documents are in possession of Image One, they will be kept in our secure document storage area. This area is kept locked, and only management and specific key project staff have access to it. The only time documents leave this area is when they are in the prep or scanning areas. In addition to the locked document storage area, all Image One facilities have a security system monitored 24 hours a day, seven days a week. All entrances to the building are locked 24 hours a day. All visitors must be let in, and all employees have electronic keys that record who enters the building and at what time. The entire facility is safe and secure. Image One does not utilize video surveillance systems of any kind due to the nature of the customer information we handle daily. We also do not permit the use of cameras, cell phones, or recording devices in the storage area or the scanning and prep areas. Any recording device or camera in any of these areas is a terminating offense.

At any time during the project, representatives of **WEST VOLUSIA HOSPITAL AUTHORITY** are welcome to visit Image One's Conversion Facility.

### **Delivery of Images and Indexes**

Scanned images and indexes will be delivered via our Secure TLS 1.2 FTP site.

### **Reporting**

As part of the scanning, data entry, and QC process, Image One will create reports designed to track the number of documents that are received, prepped, scanned, and indexed. All of the totals for each category can be compared to ensure that all documents received were imaged and indexed and that the Quality Control Process is working.

### **Document Storage, Destruction, and Request**

Once the paper files are scanned, the boxes of files that have been scanned will be marked as scanned and placed in the secured document storage area. The paper documents will be stored at Image One for 30-60 days after the images are delivered to **WEST VOLUSIA HOSPITAL AUTHORITY**. After that time, Image One will send a letter for authorization to destroy the images. Upon receipt of the signed authorization to destruct, the images will be destroyed. Storage for images longer than 90 days may be subject to additional storage costs. At any time the documents are in our possession, we will fax or e-mail a copy of a document if requested. Most requests can be handled in a matter of minutes since we know where all documents are at any time during the capture process. If the requests are made by noon that day, we will have those records pulled and available that day. If the requests are made after noon they will be fulfilled the next business day. After 5 record pulls a week, we would require a charge of \$25.00 per request.

# Sales Proposal

Date: 9/2/2022

Stacy Tebo

West Volusia Hospital Authority

1006 N Woodland Blvd #A

Deland

FL

32720



Proposal Type

New Conversion

Sales Person

Mike Cooney

6202 Benjamin Road, Suite 103, Tampa, FL 3363

Telephone: 800-956-9000

Phone:	386-456-1252	Quote ID #:	
Qty	Description	Price Each	Price Extended
120000	<b>Small Format B/W Scanning up to 11x17</b> 42 Regular boxes at 2,500 pages 3 Double Banker Boxes at 5,000 pages each	\$0.0300	\$3,600.00
120000	<b>Indexing</b> Document type, Box Number, Info on Binder Sheet	\$0.0300	\$3,600.00
120000	<b>Document Prep</b> Includes but is not limited to: Staples, Paperclips, Binder Clips Etc	\$0.0300	\$3,600.00
120000	<b>Quality Control</b> Please see proposal	\$0.0300	\$3,600.00
120000	<b>Pick up</b>	\$0.0030	\$360.00
120000	<b>Destruction of Files</b> Image One will issue a certificate of destruction once the customer has given us the green light	\$0.0050	\$600.00
	<b>**This quote is based on assumed volume. Image One will only charge for exactly what is scanned &amp; indexed. If there happens to be more than quoted IO will let customer know beforehand**</b>		
		Est. Shipping:	
Terms: Due Upon Receipt		TOTAL:	<b>\$15,360.00</b>

## Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, and accepts the terms of this agreement. This proposal is an estimate based on the sample you provided to Image One for document imaging and conversion. If subsequent documents submitted for imaging and conversion differ from documents provided in the sample, you will be contacted and the proposal pricing may be adjusted accordingly. Differences include but are not limited to: scope, volume, document condition, and material composition. Should you elect not to move forward with project, you will be invoiced for the work completed and your documents will be returned upon payment of this invoice. Customer agrees to remit payment with in terms and that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month.

Customer Acceptance West Volusia Hospital Authority	Date	<i>Mike Cooney</i> Image One Corporation
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**Image One Corporation**  
**CHAIN OF CUSTODY TRACKING FORM**

Transferring from:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Custodian Name: \_\_\_\_\_

Custodian Phone: \_\_\_\_\_

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

Transferring To:

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Description of Materials

Item #	Quantity	Description of Item(s)
--------	----------	------------------------

Reason for Transfer: \_\_\_\_\_

Required Actions: \_\_\_\_\_

Authorization & Terms for Receipt of Information Materials:

Image One Corporation (IO) and IO representative is hereby authorized to receive materials containing information for the purpose of providing requested services or for the use of creating sample, test or demonstration data. These materials may be disassembled, digitized, duplicated, reproduced and reassembled. This information will be handled in a confidential and secure manner by IO. All records will be returned upon completion of work unless an authorization of destruction is signed by Custodian. A copy of this completed form will be provided upon request.

I, custodian of these materials, have read and agree to these terms.

Custodian Signature \_\_\_\_\_

Acknowledgement of Return or Destruction  
Authorization for Destruction

Item(s) #: \_\_\_\_\_ on this document pertaining to (company):  
\_\_\_\_\_ is(are) no longer needed and is/are authorized for destruction by:

Name of Authorizing Officer: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness to Destruction of Materials

Item(s) #: \_\_\_\_\_ on this document were destroyed by Evidence Custodian  
\_\_\_\_\_ in my presence on (date) \_\_\_\_\_.  
Name of \_\_\_\_\_ Witness to destruction:  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Release to Lawful Owner

Item(s) #: \_\_\_\_\_ on this document was/were released by Image One and returned to:  
Name \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

Under penalty of law, I certify that I am the lawful owner of the above item(s).

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

Copy of Government-issued photo identification is attached. ☐ Yes ☐ No

# Authorization to Destroy Documents

The undersigned hereby certifies that he/she is an authorized representative of the company or entity named below, and he/she does hereby authorize Image One to shred the documents listed below and to dispose of the boxes that were transported within. He/She authorizes Image One to purge digital images off Image One's system.

Company Name or Entity \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

## Description of Boxes and or Documents

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Authorized signature:

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2021\_ (the “Effective Date”) and is between IMAGE ONE CORPORATION (“IO”), with its principal place of business at 6202 Benjamin Road, Suite 103, Tampa, Florida 33634 and WEST VOLUSIA HOSPITAL AUTHORITY (“WEST VOLUSIA HOSPITAL AUTHORITYGROWTH MANAGEMENT PLANNING DIVISION RECORDS”) with its principal place of business at 3600 W Sovereign Path Lecanto, FL 34461. IO and WEST VOLUSIA HOSPITAL AUTHORITY are hereinafter collectively referred to as the “Parties”, and individually referred to as a “Party”.

**WHEREAS**, the Parties anticipate the need to furnish to one another certain information and materials as a result of a business transaction that the parties are pursuing; and

**WHEREAS**, it may be necessary for the Parties to review, examine, inspect, or obtain the information or materials of the other Party for the purpose described above;

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

### **1) CONFIDENTIAL INFORMATION:**

- a) The term “Confidential Information” shall mean any information, materials, technical data, or know-how of a Party or its customers, including by way of illustration, but not limited to, that which relates to specifications, designs, drawings, developments, inventions, processes, hardware, software, data, prototypes, finances, business plans, sales and marketing opportunities, and all business information that is not generally known to, and cannot be readily ascertained by others, which Confidential Information is (i) designated in writing to be confidential or proprietary; or (ii) if given orally, is designated either before, at the time of, or within 30 days of disclosure as being disclosed as confidential or proprietary; or (iii) is reasonably understood as and usually held to be, Confidential Information. A Party disclosing Confidential Information hereunder shall be referred to as the “Disclosing Party”; a Party receiving Confidential Information hereunder shall be referred to as the “Receiving Party”.
- b) “Confidential Information” shall, however, not include information which: (i) is or becomes publicly known or readily ascertainable by the public through no wrongful act of the Receiving Party; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source is not bound by a confidentiality and/or nondisclosure agreement with the Disclosing Party; (iii) is independently developed by or for the Receiving Party without breach of this Agreement; or (iv) was in the Receiving Party’s possession prior to it being furnished to the Receiving Party by the Disclosing Party.
- c) The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting to them any rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement.

**2) NON-DISCLOSURE:**

- a) The Receiving Party agrees to hold the Confidential Information in strict confidence, to use such Confidential Information solely to the extent necessary to accomplish the purpose for which the Confidential Information was disclosed and not to (a) make any unauthorized use, or allow any third party to make any unauthorized use, of such Confidential Information; (b) disclose, deliver, distribute, display, demonstrate or otherwise make available such Confidential Information to any third party; and (c) reverse engineer, decompile or disassemble any computer program included in such Confidential Information.
- b) The Confidential Information may only be disclosed within the Receiving Party's organization on a "need-to-know" basis, and the Receiving Party agrees to treat such Confidential Information with at least the same degree of care as similar information of the Receiving Party is treated within the Receiving Party's organization.
- c) Upon the conclusion of a business transaction, or upon the earlier request of the Disclosing Party, the Receiving Party shall immediately return all Confidential Information provided by the Disclosing Party to the Disclosing Party, and any copies thereof, or certify that any such Confidential Information has been destroyed.

**3) EXCEPTION:**

- a) Notwithstanding anything contained herein to the contrary, Confidential Information may be disclosed as follows: (i) pursuant to the lawful requirement of a court of law or other governmental agency; (ii) to independent auditors conducting an audit in accordance with generally accepted auditing standards; (iii) to financial institutions in accordance with business necessity; and (iv) to outside attorneys due to business necessity; provided that such professionals referred to in (i) – (iv) are informed of the confidential nature of this information and agree to maintain its confidentiality.

**4) DEVELOPMENT:**

- a) The Parties understand that they may currently or in the future be developing information and/or materials internally, or receiving information and/or materials from other parties, that may be similar to the other Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the parties will not independently develop and/or market products, services or systems, for themselves or for others, that compete with the products, services or systems contemplated by the other Party's Confidential Information.

**5) TERM:**

- a) This Agreement shall apply to disclosures made during the period of two (2) years from the Effective Date.

**6) MISCELLANEOUS:**

- a) The Disclosing Party warrants that it has the right to make Confidential Information available to the Receiving Party as provided for in and subject to this Agreement. The Disclosing Party does not make any other representation or warranty, express or implied, with regard to any Confidential Information. Without limitation of the foregoing, the Confidential Information are made available under this Agreement "AS IS", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

- b) In the event of any breach of this Agreement, the Disclosing Party may suffer irreparable harm and have no adequate remedy at law. In such event or the threat of any such event, the Disclosing Party will be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.
- c) This Agreement shall be governed by and construed under the laws of the State of Florida regardless of the laws that might otherwise govern under applicable choice-of-law principles. The Parties hereto consent to the jurisdiction of the courts of the State of Florida in the County of Hillsborough with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.
- d) If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue unimpaired.
- e) No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- f) This Agreement may be modified only with a written instrument signed by a duly authorized representative of each Party.
- g) This Agreement constitutes the entire agreement between the parties when executed by duly authorized signatories of IO and WEST VOLUSIA HOSPITAL AUTHORITY and supersedes all other prior agreements, oral or written, and all other negotiations and communications between the parties relating to the subject matter described in this Agreement. Headings are for reference only and shall not affect the meanings of any terms of this Agreement.

Image One Corporation

x: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# WHY IMAGE ONE?

## Document Management Solutions

### ABOUT IMAGE ONE

We are experts in document scanning services, business process automation and enterprise content management (ECM) solutions. We will improve your business operations through the implementation of Image Capture and Storage Solutions, Workflows, Content Management, Forms Processing and Email Archive. Our solutions are utilized across a variety of industries including: schools, energies, hospitals, state, county and city government, financial and insurance companies, hotels, theme parks, doctor's offices, and more. We are a Florida based company that serves the entire state and beyond! See what Image One can do for you!

### WHAT WE BRING TO THE TABLE

- 25+ Years of experience
- Areas of expertise include image capture, RPA, document management, workflow automation, smart forms and storage.
- National Reach
- 1000 + Client Supported Sites
- Millions of dollars saved through business process automation improvements!



### SOFTWARE SOLUTIONS

ECM, Intelligent Capture, Workflow Integrations, Software Development

### DOCUMENT SCANNING

Back-file, Day Forward, Book & Large Format, Microfilm/Microfiche, Digital Mailroom, On-Site/Transport



### STORAGE SOLUTIONS

Archival, Cloud Storage, Virtual File System, Nexsan Solutions, DataTrust Solutions

### SCANNER SOLUTIONS

Check Scanners, Document Scanners, Book Scanners, Digital Microform, Service & Support



### MARKETS SERVED



Education



Energy



Finance



Government



Healthcare



Law Enforcement



Legal



Nonprofits



Transportation



# Why Choose Image One for your Document Solutions?



## WORLD-CLASS SUPPORT SERVICES

Experts who can provide all your training and support needs.

Support starts before installation, with a detailed implementation plan customized for the unique circumstances of each business. As part of the installation process, users receive in-depth training on both the hardware and software components that make up each solution. Top notch support continues with on-site, telephone, or on-line support as needed.

Our close relationships with our vendor-partners gives us an inside edge; we know about program updates first, and pass critical information learned at conferences and training sessions on to our customers. Whether it's a storage solution, web enabled document retrieval, high speed document scanning or any of the other document imaging services and solutions we offer, the Image One software support team is ready to assist!



- 80+ Years of combined experience
- Support
- Training
- Customer Care
- On-Site



## WORKFLOW AUTOMATION ASSESSMENT

Real Solutions, Not Sales Pitches

Many business issues can be solved with workflow automation but considering how much software is out there, how do you know what's the right technology and workflow process for you?

Our Workflow Automation Assessment Report addresses those issues. The assessment will give you clarity on what to do and how to cost-justify it to your executive team.



- Best Fit for You
- Streamlined
- Comprehensive
- Holistic
- Presentation



## PRIVATELY OWNED COMPANY

Business Savvy & Technical Competence

With over 25 years of experience in partnering with companies to streamline their unique processes we have the expertise, knowledge and tenure that is unmatched in our industry. Our customers have enjoyed our professional, time-sensitive solution-based approach that has helped them overcome critical business process challenges and placed them on the path to achieving their strategic initiatives.



- 25 Years in field
- Integrity
- Passion
- Accountability
- Achievement

## WHO WE PARTNER WITH

OpenText • Kofax • Ancora • Digitech Systems • Nexsan • e-ImageData • Xerox • Panasonic • Canon • WideTEK • Contex • Crowley • Kodak



**From:** [support@askwptechs.com](mailto:support@askwptechs.com)  
**To:** [stebo@westvolusiahospitalauthority.org](mailto:stebo@westvolusiahospitalauthority.org)  
**Subject:** WVHA Email  
**Date:** Thursday, September 8, 2022 11:33:46 AM  
**Attachments:** [FW FW WVHA Email Accounts \(1.04 MB\).msg](#)

---

Stacy,

I can't complete the project to move WVHA's email to Mxroute. There are some technical issues I can't overcome in the latest updates at Mxroute.

There are several issues that prompted the recent need to make changes. They are:

1. The current method of sending and receiving emails was meant to only use webmail. There are WVHA email users who are sending and receiving emails using Outlook, Apple Mail or other email clients. When anything other than webmail is used, there is no copy of outgoing mail sent to the archive and there is also no guarantee that a standard signature and disclaimer is used.
2. Even when webmail is used, the user can accidentally delete the Bcc automatically added to the email. This also prevents a copy of the sent email from being sent to the archive.
3. The email storage space is limited at Bluehost. Prior to the move to Bluehost, WVHA used the senders personal or business email. The consensus was that email usage was minimal but there was no way to estimate the email volume because WVHA email was mixed with personal and business emails. The actual volume of WVHA email is higher than expected. And with DRT no longer storing the archive emails, the number of emails stored is doubled. With usage at the current level, the storage limits will be exceeded in 6 months or less.

To restate the above, copies of all emails sent and received by WVHA cannot be guaranteed by the current email system. And the email system will run out of storage space within the next six months.

Email solutions with archiving, range between \$4-\$6 per user per month. Migrating the existing emails to a new system is an additional one time cost of \$32 per email. If the commissioners agree to an annual budget in the \$2000 range, I'll test and bring the most cost effective vendor for approval.

Regards,

Wesley

**WEST VOLUSIA HOSPITAL AUTHORITY**

**FINANCIAL STATEMENTS**

**AUGUST 31, 2022**



## ACCOUNTANTS' COMPILATION REPORT

To the Board of Commissioners,  
West Volusia Hospital Authority:

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

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

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

DeLand, Florida  
September 22, 2022

**WEST VOLUSIA HOSPITAL AUTHORITY  
BALANCE SHEET - MODIFIED CASH BASIS  
AUGUST 31, 2022**

**ASSETS**

Ameris Bank - operating	\$ 988,070
Ameris Bank - MM	3,784,964
Ameris Bank - payroll	82,384
Mainstreet Community Bank - escrow	200,000
Mainstreet Community Bank - MM	1,707,215
Surety Bank - MM	9,987,727
Certificates of deposit	9,012,130
Taxes receivable	102,298
Prepaid items and deposits	2,000
<b>Total Assets</b>	<b><u><u>\$ 25,866,788</u></u></b>

**DEFERRED INFLOWS**

Unavailable revenue - taxes receivable	<b><u><u>\$ 91,293</u></u></b>
--	--------------------------------

**FUND BALANCE**

<b>Total Fund Balance</b>	<b><u><u>\$ 25,775,495</u></u></b>
---------------------------	------------------------------------

See accountants' compilation report.

**WEST VOLUSIA HOSPITAL AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENDITURES BUDGET AND ACTUAL - MODIFIED CASH BASIS**  
**FOR THE ONE MONTH AND ELEVEN MONTHS ENDED AUGUST 31, 2022**

	<b>One Month Period Actual</b>	<b>Year to Date Actual</b>	<b>Annual Budget</b>	<b>Amount Remaining Budget Balance</b>	<b>Percent Budget Used</b>
<b>Revenues</b>					
Ad valorem taxes	\$ 5,169	\$ 17,523,290	\$ 17,400,000	\$ (123,290)	101%
Interest income	4,332	27,766	45,000	17,234	62%
Rental income	-	-	-	-	0%
Other income	-	85,451	-	(85,451)	0%
Total revenues	<u>9,501</u>	<u>17,636,507</u>	<u>17,445,000</u>	<u>(191,507)</u>	<u>101%</u>
<b>Expenditures</b>					
<b>Healthcare expenditures</b>					
AdventHealth	101,843	822,618			
Halifax Hospital	70,051	1,246,658			
Total hospitals	<u>171,894</u>	<u>2,069,276</u>	<u>3,000,000</u>	<u>930,724</u>	<u>69%</u>
Emergency Room Care	-	1,398,730	1,000,000	(398,730)	140%
Specialty Care Services	184,464	2,549,504	3,000,000	450,496	85%
Primary Care	172,825	1,813,503	2,500,000	686,497	73%
Pharmacy	40,181	415,321	900,000	484,679	46%
Florida Dept of Health Dental Svcs	18,674	108,741	150,000	41,259	72%
Hispanic Health Initiatives	-	37,000	65,000	28,000	57%
Community Legal Services	3,417	69,417	100,756	31,339	69%
Rising Against All Odds	20,550	160,690	176,125	15,435	91%
HSCFV - Outreach	2,196	57,521	81,560	24,039	71%
HSCFV - Fam Services	4,419	54,235	76,331	22,096	71%
HSCFV Community Health Nurse	-	-	50,000	50,000	0%
The House Next Door	1,581	18,860	100,000	81,140	19%
SMA - Homeless Program	7,410	65,458	78,336	12,878	84%
SMA - Residential Treatment	47,487	472,064	550,000	77,936	86%
SMA - Baker Act - Match	-	300,000	300,000	-	100%
County Medicaid Reimbursement	-	-	2,359,000	2,359,000	0%
H C R A - In County	-	58,534	400,000	341,466	15%
H C R A - Outside County	-	21,047	400,000	378,953	5%
The Neighborhood Center	10,450	98,725	100,000	1,275	99%
TNC Healthcare Navigation Program	-	6,838	50,000	43,162	14%
New Hope Human Svcs Homeless Cert.	-	-	50,000	50,000	0%
Healthy Communities Kid Care Outreach	5,545	57,257	72,202	14,945	79%
Other Healthcare Expenditures	-	-	590,800	590,800	0%
Total healthcare expenditures	<u>691,093</u>	<u>9,832,721</u>	<u>16,150,110</u>	<u>6,317,389</u>	<u>61%</u>
<b>Personnel services</b>					
Regular salaries and wages	11,140	11,140	-	(11,140)	0%
FICA	1,083	1,083	-	(1,083)	0%
Retirement	-	-	-	-	0%
Life and Health Insurance	-	-	-	-	0%
Workers Compensation Claims	-	7,828	25,000	17,172	31%
Total personnel services	<u>12,223</u>	<u>20,051</u>	<u>25,000</u>	<u>4,949</u>	<u>80%</u>
<b>Other expenditures</b>					
Legal Counsel	4,343	90,070	110,000	19,930	82%
Outside Legal Counsel	12,000	69,000	75,000	6,000	92%
Outside Legislative Advisory	-	60,000	66,000	6,000	91%
General Administrative	9,521	45,465	65,100	19,635	70%
Audit	-	17,000	17,000	-	100%
General Accounting	12,721	64,339	68,100	3,761	94%
Application Screening - THND	68,893	340,837	417,590	76,753	82%
Application Screening - RAAO	4,224	38,784	52,800	14,016	73%
TPA Services	28,638	342,087	620,000	277,913	55%
Building Occupancy Costs	-	26,727	100,000	73,273	27%
Advertising	4,641	14,165	7,000	(7,165)	202%
Other Operating Expenditures	512	14,302	129,000	114,698	11%
Capital Expenditures	-	-	-	-	0%
Tax Collector & Appraiser Fee	96	595,799	630,000	34,201	95%
City of DeLand Tax Increment District	-	87,162	90,000	2,838	97%
Total other expenditures	<u>145,589</u>	<u>1,805,737</u>	<u>2,447,590</u>	<u>641,853</u>	<u>74%</u>
<b>Total expenditures</b>	<u>848,905</u>	<u>11,658,509</u>	<u>18,622,700</u>	<u>5,670,587</u>	<u>70%</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>\$ (839,404)</u>	<u>\$ 5,977,998</u>	<u>\$ (1,177,700)</u>	<u>\$ (5,862,094)</u>	<u>-398%</u>

See accountants' compilation report.

## LEGAL UPDATE MEMORANDUM

TO: WVHA Board of Commissioners

DATE: September 13, 2022

FROM: Theodore W. Small, Jr.

RE: West Volusia Hospital Authority – Update for September 22, 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. Funding Agreements for 2022-23:

Please note that each Board member is responsible for making his or her own independent determination about whether the terms of a particular contract is consistent with the public interest. Counsel, EBMS as well as the Administrator and accountants at JMCo, are available to answer your questions and offer counsel about accounting and business or legal matters, each respectively; but, the Board retains the ultimate authority to approve or disapprove the terms of all proposed agreements after due consultation.

Based on the approved 2022-23 Tentative Budget as well as incorporating publicly announced Board consensus, counsel has prepared “redlined” versions of funding agreements for each of the previously funded providers. Counsel has circulated copies of the redlined drafts to the agencies, members of the Board and to accounting and administrative. **The Redlined versions of all funding agreements have been circulated and approved by all funded agencies, except as of this writing I am still waiting to hear back from The Neighborhood Center.**

It is noteworthy that unlike past years, ALL of the CAC reviewed and recommended agencies provided comparable rate information concerning the **“AVERAGE COST/UNIT OF SERVICE WITH COMPARATIVE REIMBURSEMENT”** section of the Funding Application.

The only significant substantive modifications were made to the RAAO HIV/AIDS Outreach and Case Management funding agreement in order to clarify those terms that caused concern during the operational audit by the State’s Office of Auditor General. RAAO accepted my proposed modifications as workable and would not violate its obligations of confidentiality under federal and State laws.

As already addressed during questions asked and answered during prior Board meetings, several of the agreements reflect significant decreases or increases to prior Funding Limits. Also, several reflect rate increases as requested in their applications. But based on the

comparative rate information provided, it appears that all proposed rates are still equal or below rates paid for similar services by other payers.

With those clarifications and subject to any suggested changes received back from the Board, Administrator or Accountant, counsel expects to recommend approval *as to form* the following 2022-23 funding agreements with redlined changes incorporated into a final set of agreements:

- A. Community Legal Services, Inc. Medical-Legal Partnership program.
- B. Healthy Communities – Kidcare Outreach
- C. Hispanic Health Initiatives, Inc.’s Taking Care of My Health
- D. Rising Against All Odds, Inc. -- HIV/AIDS Outreach and Case Management
- E. Rising Against All Odds, Inc.—Health Card Enrollment & Retention Services
- F. SMA Healthcare – Baker Act Match
- G. SMA Healthcare– Homeless Program
- H. SMA Healthcare —Level II Residential Treatment
- I. The Healthy Start --Access to Healthcare Services—SMA Outreach
- J. The Healthy Start –Family Services Coordinator—Deltona
- K. The House Next Door – Mental Health Services
- L. The House Next Door—Eligibility Determination Services
- M. The Neighborhood Center of West Volusia “Access to Care”
- N. Volusia County Health Department—Florida Department of Health (Dental Care)

If there are no suggested changes to the redlined drafts, then the Chair may entertain one Omnibus Motion in the following form or words to that effect: **Omnibus Motion to approve all of the proposed Funding Agreements for 2022-23 for signature by the Chair and Secretary once they are finalized and signed by funded agencies based upon the Redlined drafts that were circulated to the Board in electronic format on September 13<sup>th</sup>**

**II. Implementation Issue re: Long-term Reimbursement Solution for Hospital-based Health Care including Emergency Department (ED) Services. *Refer back to Legal Update Memorandum dated 4/06/21 for additional background details.* [See new info. in italics and bold]**

In preparation for the upcoming hour-long Workshop on potential long-term solutions for hospital-based health care for Health Card members, below is a brief summary of past negotiations, a workshop and special meeting on this issue:

Non-public discussions between Advent Health and WVHA started in November 2017 with Chair Girtman before she resigned to run for County Council and included follow-up meetings with Chair Ferrari (4/3/2018) and Craig (5/9/2019). Advent Health which was very reluctant to make a public request for continued public funding until they had sufficient time to develop a presentation for the public record, which was finally made public at the February, 2020 Special Meeting.

The February 20, 2020 Special Meeting was scheduled as a follow-up to an earlier May 10, 2018

Workshop. Both public meetings were scheduled for the purpose of allowing public hearing and participation in its discussions about reaching an agreement for some level of continuation of the 20-year contract with Advent Health. A compilation of the Meeting Minutes and related Board materials related to that Workshop and Special Meeting are available upon request.

After considering all these public and non-public discussions, as well as the strong in-person opposition from then Rep. Santiago to any further long term funding to the hospitals, the WVHA Board decided in February 2020 to simply allow the hospitals to apply for funding alongside all other funded entities on a year-to-year basis. When Advent Health refused to submit such a funding application (with some indication that they were reluctant to disclose non-public particulars about their budget as is required from all other applicants) and Halifax submitted a very non-specific proposal, the WVHA Board decided to allow EBMS to handle any contracting that it deemed necessary to have the hospitals as a reliable part of its network of providers to service Health Card members.

The results of those discussions between EBMS and the Hospitals is summarized in the *preamble* for WVHA Resolution 2020-007 as follows:

**WHEREAS** on 4/30/2020, Halifax Health submitted to WVHA a proposal to become a participating network provider (by mechanism of a network participation agreement through EBMS) at 85% of Medicare rates for facility-based and professional services. After months of negotiations, a verbal agreement on all the main terms, multiple exchanges of redlined draft agreements, mutually agreed testing of the compatibility of EBMS and Halifax's internal claims processing and payment systems, and EBMS waiting since mid-September for Halifax's signature on what it understood was a finally negotiated agreement, on November 6, 2020 Halifax advised that it was unwilling to sign that final agreement unless WVHA is willing to agree to amendment that would reimburse Halifax for its non-negotiable obligations to provide Emergency Room care regardless of ability to pay under the federal law known as EMTALA.

**WHEREAS** on 4/30/2020, Advent Health advised WVHA of its decision not to submit a funding application for the 2020/21 fiscal year. Nevertheless, at WVHA's request EBMS attempted to negotiate with Advent Health to become a participating network provider at 85% of Medicare and with the understanding that the Emergency Room care required by federal law, EMTALA would not be covered. EBMS and Advent Health were able to negotiate an agreement in principle on all other terms, but on 7/14/2020 Advent Health refused to go forward with finalizing an agreement without the addition of a provision where WVHA uses West Volusia tax revenues to reimburse it for Emergency Room care, which is Advent Health's non-negotiable obligations under EMTALA.

In the months since the Board's unanimous approval of WVHA Resolution 2020-007, EBMS through Dr. Murray reported to the Board that it was able to negotiate a working arrangement with both Advent Health and Halifax which incorporated the Board's policy directives as summarized in Motion 043-2021:



**Motion 043 – 2021 (AMENDED)** Commissioner Coen amended her motion to adopt the recommendations made by Dr. Andrew Murray, CMO, EBMS as outlined in his email dated April 13, 2021 as stated below and to incorporate the language as stated by Attorney Small into bullet point 5. Commissioner Accardi seconded the amended motion.

- *Increase hospital funding for the 2021/22 program budget to \$4MM, of which 25% would be reserved for ED reimbursement – this establishes a de facto \$1.0M ED budget for 2021/22. Future year ED budgets to increase/decrease formulaically if utilization increase/decrease materially from a mutually agreed baseline: for example (a) increase the budget from \$1.0M to \$1.25M if ED utilization increases by 25% or more; similarly, (b) decrease the budget from \$1.0M to \$750k if ED utilization decrease by 25% or more.*
- *Invest in an ED diversion program by expanding access to this new ED budget for care through more cost-effective, alternative sites of service (i.e. Urgent Care). Urgent Care should be reimbursable only when the miCare clinic is not available.*
- *All contracted ED and/or Urgent Care providers draw down from this annual budget through submitting invoices for either facility fee charges (e.g. hospitals) or professional fee charges (all contracted specialists working in the ED / Urgent Care, whether hospital-employed or independent).*
- *Rate of reimbursement for both facility and professional fees to be contracted at 85% of Medicare.*
- *Participating providers should agree to provide all hospital care including ED care without any member balance billing, even when the annual hospital-ED budget has been depleted.*
- *Participating providers should agree to a formal 3 year network agreement with fixed rate of 85% of Medicare, subject to annual hospital and ED budget caps as proposed above.*
- *Hospitals should commit to a mutually agreeable accountability / transparency mechanism that may include submitting quarterly reports, periodically sharing external accreditation reports and agreement to not decrease access or adversely impact the quality of care available to the community.*
- *As an inducement to finalize contracting and given current favorable budget performance, allow ED reimbursement effective from June 1<sup>st</sup> 2021 from the current \$3.0M Hospital budget (2020/21 program year) for those providers who conclude contracting by May 31<sup>st</sup>, 2021. Cap such potential payments to not exceed \$250,000 during the 2020/21 program year (i.e. 4/12<sup>ths</sup> of 25% of \$3.0M).*

*During the upcoming Regular Meeting, it is anticipated that the Board will be asked to choose among various options to resolve an implementation problem concerning the above summarized policy. Based on the TPA's recent reclassification of invoices that had been erroneously expensed under the \$3.0M Hospital budget instead of the \$1.0M ED budget, it appears now that ED claims are now \$1,409,986.71, which is over budget by \$409,986.71 and the Hospital claims now total \$2,170,049.94, which means that is under budget by \$829,950.06.*

*The Board should well consider the above backgrounder making it clear that all parties negotiated vigorously to arrive at the 3.0/1.0 Million funding limits and the agreement that any claims exceeding either of those separate ED or Hospital budget limits would be denied and the providers would nevertheless continue providing services. Accordingly, from a legal standpoint, the Board may elect to enforce its policy and the terms of the contract as written or decide that some special circumstances require some exception to these agreed funding limits.*

*If an exception is decided, the reasons for it should be clearly articulated so that that precedent does not become the basis for all funded entities to request that their agreed upon funding limits be disregarded. As a policy matter, the Board should also be mindful of those who desire to abolish all hospital authorities because they believe that such “subsidies” to some hospitals represents an unfair, non-competitive advantage when compared to private hospitals that do not receive any such public funding. Recall that at a prior meetings, Fmr. Representative Santiago articulated this argument as one grounds for his strong opposition to WVHA providing any of the hospitals additional funding after the end of the 20-year contract.*

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.

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At its September 23<sup>rd</sup> 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 2<sup>nd</sup> 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.

*The initial brief on appeal is due to be filed with the Fifth District Court of Appeal on or before September 30, 2022. Phelps Dunbar is drafting the brief and counsel will facilitate any discussions that members of the Board desire to have about the drafting process.*

#### IV. Legal Context for Budget Workshop/TRIM Procedure [Tax/Budgeting]

Please note that the Authority's budget process is governed by the Truth in Millage ("TRIM") process as set forth in Chapter 200, Florida Statutes and the related Department of Revenue compliance regulations. In general, TRIM requires that taxing entities such as the Authority hold two public hearings for open discussion on their proposed millage rate and proposed budget. Such public hearings must first deal with any increase in millage over the statutory

rolled-back rate (RBR) necessary to fund the proposed budget, if any, and the specific purposes for which taxes are being increased. The millage rate must be adopted first and then the budget must be adopted with a separate vote. Notices for the first public hearing (“TRIM Notice”) is mailed to taxpayers by the County Property Appraiser on the Notice of Proposed Property Taxes. Notice for the second public hearing is handled by the Authority with a newspaper advertisement in a statutorily mandated format and publication deadline.

For Board member personal vacation scheduling purposes, please note that the Authority’s TRIM budgeting process usually starts in July coincident with the Property Appraiser’s certification of the tax roll and ends in late September with a final budget hearing and submission of certifications of compliance to the State’s TRIM Compliance Office. Therefore, even though tentative dates have already been voted upon (see below in Paragraph H *infra*), Board members should maintain as much flexibility as possible in their September schedules in order to ensure a quorum and whatever majority is necessary to satisfy the TRIM requirements.

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

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

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

Regarding the 2019-20 budget year, the TRIM Final Budget Hearing was held on Thursday, September 26, 2019, and the Board voted 3-1-1 to set its final millage at 1.908 mills with a separate 3-1-1 to adopt the Authority’s 2019-20 final budget of \$19,556,988. Therefore, the 2019-20 tax year’s millage of 1.908 mills was a **5.563% decrease** over the 2.0204 mills rolled-back rate.

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

Regarding the 2015-16 budget year, the TRIM Final Budget Hearing was held on

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

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

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

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

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

On May 24, 2022, the Volusia County Property Appraiser sent the Authority official notification that based on its "pre-preliminary estimate", the total taxable value of property in the Authority's tax district is \$14,528,674,584, which represents a net change of approximately +12.67% from 2021 pre-preliminary estimated taxable value (12,894,895,787). Counsel defers to JMCo to confirm or correct these calculations.

For Board planning purposes please begin to anticipate the following TRIM deadlines and special meeting dates during the next few months:

- A The process will begin with the Property Appraiser certifying the tax roll by July 1, 2021;
- B By a date to be set by the Board, the accountants must circulate a proposed budget to the Board;
- C At its July 21, 2022 Regular Meeting, the Authority will need to determine its proposed millage rate, including considerations of any increase above the rolled-back rate, and the date, time and place of the first of two required public hearings ("Tentative Budget Hearing"). The Tentative Budget Hearing must take place no earlier than September 3 and no later than September 18.

- D By August 4<sup>th</sup>, the Authority (via JMCo) will need to notify the Property Appraiser of prior year millage rate, proposed current millage rate, RBR and date, time and place for the Tentative Budget Hearing;
- E By August 24<sup>th</sup>, the Property Appraiser will send out the required TRIM Notice. The Authority also generally advertises the Tentative Budget Hearing as it would for a regular meeting even though such supplemental advertisement is not required;
- F Within 15 days after the Tentative Budget Hearing occurs and the Tentative Millage and Budget are adopted, the Authority will need to advertise its second and final public hearing on the millage and budget ("Final Budget Hearing"). The advertisement for the Final Budget Hearing must be published at least 2, but no more than 5 days before the hearing takes place.
- G Hearing dates selected by the Volusia County Council and Volusia County School Board take priority. DRT, before the transition, confirmed the dates that the School Board and the County Council have scheduled their respective TRIM hearings which will allow WVHA to schedule on Thursdays, September 8<sup>th</sup> and 22<sup>nd</sup> within the relevant time periods.
- H *To reconcile these statutory scheduling requirements with the Authority's current meeting schedule and depending on any changes to the County Council or School Board schedule, the Tentative Budget Hearing has been scheduled for 5:05p.m. on Thursday, September 8, 2022; Sunday, September 18th as the tentatively scheduled date for publication of the Final Budget Hearing which is proposed to occur in a special meeting on Thursday, September 22, 2022 at 5:05p.m, followed immediately by a regular meeting scheduled for that same date.*
- I Within 3 days of the Final Budget Hearing, the Authority (via Administrator) must forward the resolution adopting the final millage rate to the Property Appraiser.
- J Within 30 days of the Final Budget Hearing, the Authority (via JMCo) must submit its TRIM Compliance package (DR-422).