# West Volusia Hospital Authority BOARD OF COMMISSIONERS REGULAR MEETING

# October 19, 2023 5:00 PM Sanborn Center

# 815 S. Alabama Avenue, DeLand, FL AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance Followed by a Moment of Silence
- 3. Approval of Proposed Agenda
- 4. Consent Agenda Approval of Minutes
  - 1. Final Budget Hearing held September 21, 2023
  - 2. Regular Meeting held September 21, 2023
- 5. Citizens Comments Comments are limited to three minutes per speaker.
- 6. Presentation of Community Health Improvement Plan and Progress Update by Carrie Baird
   One Voice for Volusia and Stephen Civitelli Volusia County Department of Health
- 7. Reporting Agenda
  - A. EBMS September Report Written Submission
  - B. WVHA miCare Clinic DeLand/Deltona September Report Written Submission
     1. WVHA miCare Clinic DeLand/Deltona 3rd Quarter Report Written Submission
  - C. The House Next Door September Application Processing Report
- 8. Discussion Items
  - A. One Voice for Volusia Membership
  - B. Amendment to Hispanic Health Initiative, Inc. 2022-2023 Funding Agreement
  - C. Maturity of 1-Year and 2-Year CDs at Mainstreet Bank
  - D. Funding Agreements for 2023-24
    - 1. Community Legal Services, Inc. Medical-Legal Partnership Program
    - 2. Healthy Communities Kidcare Outreach
    - 3. Hispanic Health Initiative, Inc.'s Taking Care of My Health
    - 4. Rising Against All Odds, Inc. HIV/AIDS Outreach and Case Management
    - 5. Rising Against All Odds, Inc. Health Card Enrollment & Retention Services
    - 6. SMA Healthcare 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
    - 11. The House Next Door Therapeutic/Mental Health Services
    - 12. The House Next Door HealthCard Program Eligibility Determination Svcs
    - 13. The Neighborhood Center of West Volusia Access to Care
    - 14. Volusia County Health Dept Florida Department of Health (Dental Care)
- 9. Follow Up
  - 1. CAC Recommendations for Improvements to Funding Application Process
  - 2. Medicaid Match Litigation
- 10. Administrator Report
- 11. Finance Report
  - A. September Financials
  - B. Approval of Disbursements Check Register & Estimated Expenditures
- 12. Legal Update
- 13. 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 FINAL BUDGET HEARING

Sanborn Center Ballroom A 815 S. Alabama Avenue, DeLand, FL September 21, 2023 5:05 P.M.

### **Those in Attendance:**

Commissioner Voloria Manning Commissioner Donna Pepin Commissioner Judy Craig (arrived at 5:10 p.m.) Commissioner Jennifer Coen

### **Those Absent:**

Commissioner Roger Accardi

### **Others Present:**

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

WVHA Administrator Stacy Tebo

### Call to Order

Chair Coen called the meeting to order. The meeting took place at the Sanborn Center Ballroom A, located at 815 S. Alabama Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 5:07 p.m. A quorum of three commissioners was established.

# Discussion of the Tentatively Adopted Millage Rate of 0.9806, a 0% Increase to the Rolled-Back Rate Necessary to Fund the Budget

Mr. Shephard provided an overview of the final millage and budget process. He stated that he did not recommend going any lower than the rolled-back rate.

Chair Coen asked if there was any public comment, and there was none.

Chair Craig said she agreed with the rolled-back rate but advocated discussion of a reserve spending plan later at the regular meeting.

Chair Coen publicly announced the proposed millage rate.

**Motion 083–2023** Commissioner Craig moved to go with the rolled-back rate. Commissioner Manning seconded the motion. The motion passed 4-0-1.

### Roll call:

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

Chair Coen read aloud Resolution 2023-006 adopting a final millage rate of 0.9806 for fiscal year 2023-2024, which is a zero percent increase above the rolled-back rate.

**Motion 084–2023** Commissioner Manning moved to adopt Resolution 2023-006. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

### Roll call:

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

# Discussion of the Tentatively Adopted Operating Budget of \$18,900,000 for Fiscal Year 2023-2024

Chair Coen asked for public comment, and there was one citizen.

Tanner Andrews addressed the Board regarding reserves and revenue.

Chair Coen asked the Board if they had any discussion regarding the final budget.

Commissioner Craig said she realized that the only income for the WVHA is property taxes, but she believed that there were sufficient reserves.

Chair Coen read aloud Resolution 2023-007 adopting a final budget of \$18,900,00 for fiscal year 2023-2024.

**Motion 085-2023** Commissioner Craig moved to adopt Resolution 2023-007. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

# Roll call:

Commissioner ManningYesCommissioner CraigYesCommissioner PepinYesCommissioner CoenYes

There being no further business to come before the Board, the meeting was adjourned at 5:27 p.m.

Adjournment

Jennifer Coen, Chair

# WEST VOLUSIA HOSPITAL AUTHORITY BOARD OF COMMISSIONERS REGULAR MEETING

To commence upon the conclusion of the Final Budget Hearing Sanborn Center Ballroom A 815 S. Alabama Avenue, DeLand, FL September 21, 2023

# **Those in Attendance:**

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

### **Those Absent:**

Commissioner Roger Accardi

# **Others Present:**

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

### Call to Order

Chair Coen called the meeting to order. The meeting took place at the Sanborn Center Ballroom A, located at 815 S. Alabama Ave., DeLand, Florida, having been legally noticed in the Daytona Beach News-Journal, a newspaper of general circulation in Volusia County, commencing at 5:28 p.m. The meeting was opened with The Pledge of Allegiance followed by a moment of silence.

# Approval of Agenda

**Motion 086 – 2023** Commissioner Manning moved to approve the agenda as presented. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

# Consent Agenda – Approval of Minutes Regular Meeting held August 17, 2023 Workshop held August 25, 2023 Tentative Budget Hearing held September 6, 2023

**Motion 087 – 2023** Commissioner Pepin moved to approve the Consent Agenda. Commissioner Craig seconded the motion. The motion passed 4-0-1.

# **Citizen Comments**

Tanner Andrews addressed the Board.

Chair Coen informed the agencies present that Discussion Item 8D would be deferred until the next meeting so that everyone had time to review the funding agreements.

# Presentation by Kathy Acevedo – The Florida Braille and Talking Books Library: Free Audiobooks for People Who Cannot Read Standard Print

Ms. Acevedo explained the free braille and talking book library service for people with temporary or permanent low vision, blindness, or a physical, perceptual, or reading disability that prevents them from using regular print materials.

# EBMS August Report – Written Submission WVHA miCare Clinic DeLand/Deltona August Report – Written Submission The House Next Door August Application Processing Report

Commissioner Manning asked Ms. Tebo to explain what they had discussed prior to the meeting.

Ms. Tebo said that Dr. Gilmer had spoken with her after the August meeting regarding the Specialty Care line item discussed; that she had provided him with weekly claims spreadsheets dating back to January; that there was a large amount of data contained in the spreadsheets that included all types of claims; that she spoke with Darik Croft about it the prior week, and he said he would assist Dr. Gilmer in the effort; and that it would be a discussion item at the November meeting.

Ms. Tebo pointed out that Mr. Croft had provided an email regarding the status of Phase 3, and it was included with the miCare report. She explained that Phase 3 was previously discussed by Dr. Murray, and EBMS had proposed bringing in other partners to utilize the primary care clinic to produce a revenue stream. In his email, Mr. Croft stated he had been working with a local broker looking at groups in the Deltona area, and he hoped to bring potential partners to the Board with an update in January.

Attorney Small noted that when a presentation comes forward from Mr. Croft, the Board should recognize that the current primary care system is complex with referrals to network specialists, and it has been created for West Volusia's indigent residents. He said there would be many things to consider, and it should not be rushed.

Chair Coen pointed out this is the first time that Deltona clinic had more visits than DeLand.

All reports were received into the written record.

### **Discussion Items**

# **SMA AHCA LIP Match Letter of Agreement**

Andrea Schweizer, CFO of SMA Healthcare, noted the AHCA agreement was an increased match from previous years for \$850,000. She added that SMA receives the match back directly from the State of Florida.

Jennifer Stephenson, Senior Vice President of SMA Volusia County Services, answered questions from Commissioner Pepin regarding the different services for patients in distress.

Attorney Small explained the agreement to the Board and audience. He noted it includes the Residential and Baker Act programs, and it is not substantively different from the agreement signed last year.

Motion 088 – 2023 Commissioner Pepin moved to authorize the Chair's signature on behalf of the Board approving the Low Income Pool Letter of Agreement between WVHA on behalf of SMA and the State of Florida Agency for Health Care Administration. Commissioner Manning seconded the motion. The motion passed 4-0-1.

### Roll call:

Commissioner CraigYesCommissioner ManningYesCommissioner PepinYesCommissioner CoenYes

2 of 6 pages September 21, 2023 - Regular Meeting

# **Reserve Spending Plan**

Mr. Shephard explained that the fund balance policy identified a target range of forty to sixty percent of expenditures to revenues, and he recommended they lean towards the higher end of the range. He noted that there were two options provided in the packet, but there were unlimited possibilities, and they were moving in the right direction.

Commissioner Craig said she preferred an incremental approach so that they are careful, and she did not want to go under sixty percent.

There was Board discussion regarding the target range, and there was consensus that sixty percent was preferable.

Attorney Small said it would be premature to vote on the two options presented.

Commissioner Craig suggested that the reserve spending plan be discussed each year at the July budget workshop.

Chair Coen agreed that they needed to plan for spending down the reserves and working towards the target range identified in the policy.

# **Citizen Comments**

Tanner Andrews addressed the Board.

Motion 089 - 2023 Commissioner Pepin moved to approve a target goal of sixty percent for reserves, and that they review the plan every July at the budget workshop. Commissioner Craig seconded the motion. The motion passed 4-0-1.

### Roll call:

2023

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

# Request for Funding Increase from Hispanic Health Initiative (HHI) for FY 2022-

Peter Willems, Executive Director of HHI, said that they had almost depleted their funding and asked that the budget be increased by whatever amount was invoiced for September services.

Chair Coen said that Mr. Willems was off by \$200 in his letter, and the remaining budget for September services was \$1,925.

There was discussion regarding the monthly average, and Chair Coen said the monthly average over the last year was \$6,600.

Mr. Willems explained why his billing for July services was much higher than the average.

There was discussion regarding an open-ended increase, and Attorney Small stated that they would have to approve a specific amount if they were inclined to approve an increase.

# **Citizens Comment**

Tanner Andrews submitted a written comment that if they used the average of \$6,600, and HHI had \$1,900 left, then the remainder needed would be \$4700.

**Motion 090 – 2023** Commissioner Craig moved to approve an increase of \$4,700 to the HHI 2022-2023 funding agreement. Commissioner Manning seconded the motion. The motion passed 4-0-1.

Roll call:

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

Attorney Small noted that he would prepare an amendment to the funding agreement for the next meeting.

# **Funding Agreements for 2023-24**

Community Legal Services, Inc. Medical-Legal Partnership Program

Healthy Communities – Kidcare Outreach

Hispanic Health Initiative, Inc.'s Taking Care of My Health

Rising Against All Odds, Inc. - HIV/AIDS Outreach and Case Management

Rising Against All Odds, Inc. - Health Card Enrollment & Retention Services

SMA Healthcare - Baker Act Match

SMA Healthcare - Homeless Program

SMA Healthcare - Level II Residential Treatment

The Healthy Start - Access to Healthcare Services

The Healthy Start - Family Services Coordinator

The House Next Door - Therapeutic/Mental Health Services

The House Next Door - HealthCard Program - Eligibility Determination Svcs

The Neighborhood Center of West Volusia - Access to Care

Volusia County Health Dept - Florida Department of Health (Dental Care)

The funding agreements were tabled to the next meeting due to time constraints between the tentative budget adoption and the September regular meeting. Attorney Small noted that the agreements were retroactive to October 1<sup>st</sup>, regardless of when they are signed.

Chair Coen asked the agencies present if they had any concerns, and there were none.

# Follow Up – CAC Recommendations for Improvements to Funding Application Process for Next Year

Ms. Tebo explained the draft calendar for the funding application process and noted that the application would be released in January, rather than February to extend the total process time; that extension would allow more time for a thorough application review and time between CAC meetings; that the mandatory pre-application meeting was important to explain any changes in the application and the rubric itself; and that she wanted the Board to approve the application deadline of March 7<sup>th</sup>.

Commissioner Pepin said she understood why the CAC would want more time to review the applications, but she was concerned that the agencies had less time to look at their billing averages to determine their funding request for the following year.

Jennifer Stephenson with SMA said the new timeline would not adversely impact them, and they would want to attend the pre-application meeting to learn about changes and how the rubric would be utilized.

Brenda Flowers of RAAO said the new proposed process was something they could work with.

There were no other comments from the agencies present.

**Motion 091 – 2023** Commissioner Craig moved to approve in concept the funding process set forth in the draft funding application calendar, but specifically to confirm the application release at the January 18<sup>th</sup> board meeting, and the enforced deadline of noon on March 7, 2024. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

Chair Coen said that she would like to see a grouping of the CAC suggestions at the next meeting.

# **Administrator Report**

Ms. Tebo said she met with Advent Community Health Program Manager Ida Babazadeh to coordinate future health events, and they were planning the Spring Hill Health Day at the Joyce Cusack Resource Center to likely be scheduled in February. She said she also contacted Volusia County Schools Parent & Family Engagement to participate in two events at local elementary schools in October and December. She informed the Board that she received a flyer from New Hope Church earlier in the day for Hope Fest on November 4<sup>th</sup> from 9 a.m. to noon in Deltona.

Ms. Tebo said that she had signed up for the Community Connector via the One Voice for Volusia website. She explained that the Community Connector is a free system designed to share community information of interest to the health and social service sector. She added that it was free to receive information, but membership is required to send out information. She added that she would email the information to the Board.

# **Finance Report**

**August Financials** 

Approval of Disbursements – Check Register & Estimated Expenditures

Mr. Shephard outlined the financials and estimated expenditures for the Board. He noted they would be doing a formal budget amendment for FY 2022-2023 in November related to the recent Medicaid Match payment, as amendments are required within sixty days of the fiscal year end.

**Motion 092–2023** Commissioner Manning moved to approve, authorize, and warrant the payment of the bills outlined in the check register presented by James Moore & Co and estimated expenditures for the next month totaling \$2,437,074. Commissioner Pepin seconded the motion. The motion passed 4-0-1.

Mr. Shephard added that two of the CDs would mature on November 24<sup>th</sup>, and he would be presenting his recommendations at either the October or November meeting.

# Legal Update

Attorney Small drew the Board's attention to page four of his update concerning agreements with EBMS and hospitals and stressed that James Moore & Co and Ms. Tebo should ensure compliance.

Attorney Small noted that the new landlord at Justin Square was attempting to renegotiate the lease they assumed; that he sent a response that the agreement automatically renews unless the WVHA

provides notice of its intent not to renew; and that the WVHA would continue to honor the terms of the lease.

Attorney Small said that John Mullen sent an email update regarding the Medicaid Match litigation and read it aloud to the Board. Commissioner Pepin asked Attorney Small to clarify. He responded that the judge issued a mandamus for FY 2022-2023 payment, but she will consider WVHA's counterclaim with respect to FY 2023-2024 Medicaid Match, and it is not over.

Commissioner Pepin informed everyone she would be out of town in October and would not attend the next meeting.

There being no further business to come before the Board, the meeting was adjourned at 7:44 p.m.

Adjournment

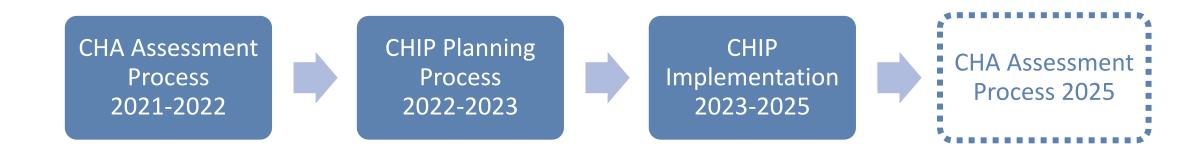
Jennifer Coen, Chair

# Flagler & Volusia Community Health Improvement Plan Progress Report October 2023

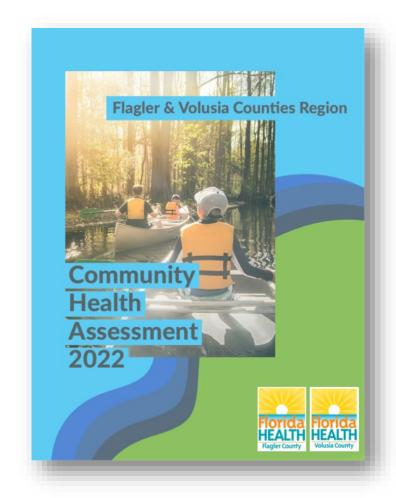
Stephen A. Civitelli, RS, MPH
Administrator/Health Officer
Volusia County Health Department

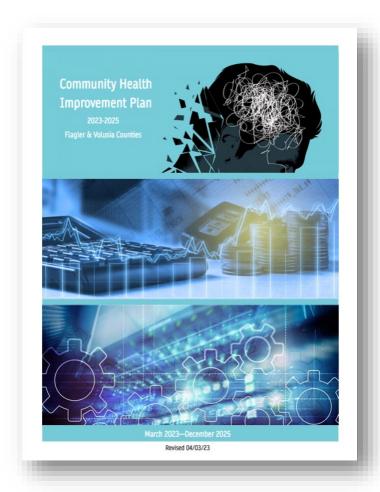
Carrie Baird
Chief Executive Officer
One Voice for Volusia

# Community Health Assessment (CHA)& Community Health Improvement Plan (CHIP) Life Cycle



2022 CHA 2023-2024 CHIP





# Community Health Assessment (CHA)

	Leadership Team		<b>Equity Champions</b>		50 Stakeholder
	Bi-weekly meetings of leaders from key organizations	$\sqrt{1}$	Five community leaders representing priority communities	<b>ķī</b>	Interviews 30-to-60-minute discussions
	<b>Community Survey</b>		13 Focus Groups		Secondary Data
	1,115 Volusia 615 Flagler	<b>6-9</b>	Over 150 participants in small group discussions		Over 200 data tables and charts
	Initial Priorities		Final Priorities		Asset Mapping
信	15 issues considered for each county	<b>6</b>	Three Priority Health Issues Identified (Countywide & AdventHealth)	!!!!	Current resources mapped for each priority

# **Community Health Priorities**

# **Access to Behavioral Health Services**

- Mental health
- Substance use disorder
- Access for particular populations including children, adults and seniors



# **Economic and Social Barriers**

- Affordable quality housing
- Income supports
- Affordable quality childcare



# **System Infrastructure**

- Awareness of resources
- Ability to access services
- Ability to safely share information across sectors



# CHIP Strategies and Objectives

# Access to Behavioral Health Services:

- 1. Coordinate Opioid Recovery through implementation of the CORe model.
- Increase access to behavioral health through collaboration.

# **Economic & Social Barriers:**

- 1. Increase access to affordable housing.
- 2. Build capacity in early intervention systems.
- 3. Increase access to community-wide resources.

# System Infrastructure:

- 1. Increase engagement in care through a cohesive service system.
- 2. Increase outreach to vulnerable individuals.
- 3. Improve competencies of customer facing staff.

# CHIP Progress: Access to Behavioral Health Services



- Coordinated Opioid Recovery: 169 individuals were assisted this year through CORe and the programs have successfully been funded to continue for an additional year in both counties
- Increase Behavioral Health System Capacity: Funding to launch a pilot Credentialling co-op project this year was obtained and will be complete by June 2024
- School Based Prevention and Intervention: Initial meeting of key stakeholders is set for October 2023 to begin to address youth vaping in Volusia County.

# CHIP Progress: Economic and Social Barriers



- Increase Affordable Housing: Volusia County Council approved a new action plan in October 2023 to utilize over 300 million in federal dollars to increase affordable housing, maintain affordable housing and address infrastructure in key communities.
- **Early Developmental Interventions for Children:** Early Learning Coalition of Flagler and Volusia County continues to promote developmental screening for youth in partnership with child care providers, physician offices and through community outreach activities.

The thrive by five collaborative is mapping the early intervention system to identify system improvements

# CHIP Progress: System Infrastructure 🗳

- Engage University Students in Public Health: Department of Health in Volusia
  County is partnering with Stetson University to engage students in rotations
  with key CHIP partners
- **No Wrong Door:** One Voice for Volusia is facilitating a conversation in November to develop strategies to support no wrong door concepts and approaches across all systems of care

# Ongoing Process

- Champions lead action for each Strategy and Objective
- Progress data collected bi-annually
- Steering committee meets to monitor progress at least twice a year
- Adjustments to plan considered annually
- Outcomes will inform the next CHA-CHIP process

# Questions or Comments? Thank you!

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

Carrie Baird
Chief Executive Officer
One Voice for Volusia



# **EBMS**

October 19, 2023

**Submission Report for** 

**WVHA Board Members** 

# **Table of Contents**

Executive Summary Current Month & YTD	1
PCORI Membership Count (Enrollment by Month)	5
Enrollment Counts by Postal Code	
Tier Census	
Benefit Analysis Summary Current Month & YTD	
Summary of Claims Paid by Location	
Paid Amount by PCP Encounters Current Month & YTD	
Claims paid by Month	то



Client: West Volusia Hospital Authority
Paid Dates: 9/1/2023 to 9/30/2023
Location: All

Department: All Benefit Plan: All TIN: All

Plan Experie	nce Summa	ıry
Claim Counts 5238		
Claim Type	Total Paid	Per EE/Mo
Medical	\$389,312	\$293
Professional	\$125,826	\$95
Facility	\$263,486	\$198
PBM	\$0	\$0
Total Plan Paid:	\$389,312	\$293

Cash Flow Summary					
Charges	\$4,407,326				
less Disallowed	\$4,011,594				
Allowed	\$395,732				
less Member	\$7,438				
less Adjustments	-\$1,019				
Paid Benefit	\$389,312				
plus Admin Costs	\$269,735				
Total Plan Paid:	\$659,047				

Disallowed Charges by Category								
Disallowed Category	Amount	% of Gross						
Addl Info Not Provided	\$357,999	8.12%						
Duplicate Charges	\$188,225	4.27%						
Plan Limitations	\$837,669	19.01%						
Cost Savings	\$2,626,249	59.59%						
UCR Reductions	\$51	0.00%						
Other	\$1,400	0.03%						
Total:	\$4.011.594	91.02%						

	Census									
Census Date: 9/30/2023	Male Emp	Female Emp	Total Employees	Male Spouse	Female Spouse	Male Dep	Female Dep	Total Medical	Total Dental	Total Vision
0 to 19	23	22	45	0	0	0	0	45	0	0
20 to 25	23	39	62	0	0	0	0	62	0	0
26 to 29	31	23	54	0	0	0	0	54	0	0
30 to 39	120	104	224	0	0	0	0	224	0	0
40 to 49	128	177	305	0	0	0	0	305	0	0
50 to 59	170	209	379	0	0	0	0	379	0	0
60 to 64	85	100	185	0	0	0	0	185	0	0
65 and Older	29	46	75	0	0	0	0	75	0	0
Totals	609	720	1329	0	0	0	0	1329	0	0
Average Age	46.17	47.71	47.01	0.00	0.00	0.00	0.00	47.01	0.00	0.00

То	p Paid	Plan Paym	ent by Age & Cla	aimant Type		
Name	Claim Count	Paid	Census Date: 9/30/2023	Employee	Spouse	Dependent
Adventhealth Deland	70	\$107,987	0 to 19	\$2,146	\$0	\$0
Halifax Hospital Medical	12	\$51,932	20 to 25	\$12,758	\$0	\$0
Medical Center Of Deltona	11	\$37,145	26 to 29	\$1,665	\$0	\$0
Adventhealth Fish	38	\$35,776	30 to 39	\$41,545	\$0	\$0
Deland Dialysis	43	\$26,110	40 to 49	\$110,785	\$0	\$0
6 Radiology Associates	94	\$11,964	50 to 59	\$149,308	\$0	\$0
Quest Diagnostics Nichols	54	\$11,481	60 to 64	\$82,769	\$0	\$0
Quest Diagnostics Tampa	194	\$10,857	65 and Older	-\$11,664	\$0	\$0
Florida Orthopaedic	58	\$7,340	Totals	\$389,312	\$0	\$0
Gastroenterology Of	21	\$5,656				

Claims Paid by Month						
October 22		\$888,512				
November 22		\$889,529				
December 22		\$594,774				
January 23		\$600,914				
February 23		\$634,112				
March 23		\$1,002,816				
April 23		\$537,130				
May 23		\$626,688				
June 23		\$875,680				
July 23		\$479,011				
August 23		\$775,675				
September 23		\$389,312				
	Total:	\$8,294,154				

Dollars
50,160
\$0
\$0
50,160





Client:
Paid Dates:
Location:

West Volusia Hospital Authority 9/1/2023 to 9/30/2023 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	1	\$540	\$335	\$205	\$10	\$0	\$195	0.05%
AMBULANCE	2	\$754	\$754	\$0	\$0	\$0	\$0	0.00%
ANESTHESIA	38	\$21,274	\$18,124	\$3,150	\$0	\$0	\$3,150	0.81%
CHIROPRACTIC	8	\$508	\$274	\$235	\$50	\$0	\$185	0.05%
COVID-19	6	\$630	\$655	-\$25	\$0	\$0	-\$25	-0.01%
DIALYSIS	56	\$129,945	\$99,983	\$29,963	\$0	\$0	\$29,963	7.70%
DME/APPLIANCE	3	\$1,024	\$1,024	\$0	\$0	\$0	\$0	0.00%
EMERG ROOM CHRGS	269	\$538,684	\$490,849	\$47,836	\$2,029	\$0	\$45,806	11.77%
INELIGIBLE	462	\$532,098	\$532,098	\$0	\$0	\$0	\$0	0.00%
INPATIENT PHYS	150	\$38,332	\$30,241	\$8,090	\$0	\$0	\$8,090	2.08%
IP HOSP CHARGES	36	\$2,232,727	\$2,126,109	\$106,619	\$750	\$0	\$105,869	27.19%
MATERNITY	2	\$4,091	\$4,091	\$0	\$0	\$0	\$0	0.00%
MEDICAL MISC	8	\$1,251	\$1,076	\$175	\$0	\$0	\$175	0.04%
OFFICE VISIT	575	\$72,671	\$44,537	\$28,135	\$2,280	\$0	\$25,855	6.64%
OP PHYSICIAN	189	-\$117,307	-\$136,853	\$19,546	\$312	\$0	\$19,233	4.94%
OTHER	219	\$13,205	\$13,063	\$142	\$10	-\$1,019	\$1,151	0.30%
OUTPAT HOSP	13	-\$230,188	-\$230,138	-\$50	-\$50	\$0	\$0	0.00%
PSYCHIATRIC	88	\$39,513	\$33,716	\$5,797	\$265	\$0	\$5,532	1.42%
RADIATION /CHEMO	64	\$86,791	\$97,301	-\$10,510	\$10	\$0	-\$10,520	-2.70%
SUBS ABUSE	3	\$16,759	\$12,242	\$4,517	\$0	\$0	\$4,517	1.16%
SURG FACILITY	53	\$468,543	\$391,612	\$76,931	\$675	\$0	\$76,256	19.59%
SURGERY	194	\$24,848	\$21,150	\$3,697	\$0	\$0	\$3,697	0.95%
SURGERY IP	6	\$14,523	\$13,092	\$1,431	\$0	\$0	\$1,431	0.37%
SURGERY OP	12	\$14,796	\$11,404	\$3,392	\$0	\$0	\$3,392	0.87%
THERAPY	196	\$17,538	\$10,752	\$6,786	\$550	\$0	\$6,236	1.60%
URGENT CARE	1	\$498	\$356	\$142	\$25	\$0	\$117	0.03%
VISION	1	\$217	\$217	\$0	\$0	\$0	\$0	0.00%
WELLNESS	402	\$28,364	\$22,279	\$6,085	\$0	\$0	\$6,085	1.56%
XRAY/ LAB	2652	\$454,696	\$401,251	\$53,445	\$522	\$0	\$52,923	13.59%
Totals	: 5709	\$4,407,326	\$4,011,594	\$395,732	\$7,438	-\$1,019	\$389,312	





Client:
Paid Dates:
Location:

West Volusia Hospital Authority 10/1/2022 to 9/30/2023 All Department: All Benefit Plan: All TIN: All

Plan Experience Summary									
Claim Counts 95732									
Claim Type	Total Paid	Per EE/Mo							
Medical	\$8,294,154	\$520							
Professional	\$3,142,846	\$197							
Facility	\$5,151,307	\$323							
Other	\$0	\$0							
PBM	\$0	\$0							
Vision	\$0	\$0							
Total Plan Paid:	\$8,294,154	\$520							

	Cash Flow Su	mmary
	Charges	\$68,309,331
	less Disallowed	\$59,795,489
۱	Allowed	\$8,513,843
-	less Member	\$170,713
-	less Adjustments	\$48,976
-	Paid Benefit	\$8,294,154
1	plus Admin Costs	\$3,325,053
-	Total Plan Paid:	\$11,619,207
ı		

	Disallowed Char	ges by Cate	gory
١	Disallowed Category	Amount	% of Gross
	Addl Info Not Provided	\$445,429	0.65%
ı	Duplicate Charges	\$1,158,981	1.70%
ı	Not Medically	-\$54,869	-0.08%
ı	Plan Limitations	\$10,525,515	15.41%
ı	Cost Savings	\$47,577,800	69.65%
ı	UCR Reductions	\$3,075	0.00%
I	Other	\$139,557	0.20%
ı	Total:	\$59,795,489	87.54%

	Census										
Census Date: 9/30/2023	Male Emp	Female Emp	Total Employees	Male Spouse	Female Spouse	Male Dep	Female Dep	Total Medical	Total Dental	Total Vision	
0 to 19	23	22	45	0	0	0	0	45	0	0	
20 to 25	23	39	62	0	0	0	0	62	0	0	
26 to 29	31	23	54	0	0	0	0	54	0	0	
30 to 39	120	104	224	0	0	0	0	224	0	0	
40 to 49	128	177	305	0	0	0	0	305	0	0	
50 to 59	170	209	379	0	0	0	0	379	0	0	
60 to 64	85	100	185	0	0	0	0	185	0	0	
65 and Older	29	46	75	0	0	0	0	75	0	0	
Totals	609	720	1329	0	0	0	0	1329	0	0	
Average Age	46.17	47.71	47.01	0.00	0.00	0.00	0.00	47.01	0.00	0.00	

То	p Paid		Plan Payn	nent by Age & Cla	nimant Type	
Name	Claim Count	Paid	Census Date: 9/30/2023	Employee	Spouse	Dependent
Adventhealth Deland	1104	\$1,485,475	0 to 19	\$21,331	\$0	\$0
Adventhealth Fish	836	\$1,124,496	20 to 25	\$176,918	\$0	\$0
Halifax Hospital Medical	169	\$1,067,670	26 to 29	\$79,715	\$0	\$0
Medical Center Of Deltona	224	\$710,675	30 to 39	\$638,354	\$0	\$0
Florida Cancer Specialists	1257	\$532,321	40 to 49	\$2,042,894	\$0	\$0
Deland Dialysis	987	\$503,692	50 to 59	\$3,009,928	\$0	\$0
Quest Diagnostics Tampa	4196	\$263,172	60 to 64	\$1,537,463	\$0	\$0
6 Radiology Associates	1708	\$209,164	65 and Older	\$787,549	\$0	\$0
Orange City Surgery	216	\$114,542	Totals	\$8,294,154	\$0	\$0
Gastroenterology Of	744	\$101,893				

Claims Pa	id by Month
October 22	\$888,512
November 22	\$889,529
December 22	\$594,774
January 23	\$600,914
February 23	\$634,112
March 23	\$1,002,816
April 23	\$537,130 <sup> </sup>
May 23	\$626,688
June 23	\$875,680
July 23	\$479,011
August 23	\$775,675
September 23	\$389,312
Tot	<b>:al:</b> \$8,294,154

		Average Lag & Average	Spend (rolling	12 months)
	Product	Avg Paid per Day	Avg Lag Days	Lag Dollars
1	Medical	\$22,912	55	\$1,260,160
١	Vision RX	\$0	19	\$0
	RX	\$0	0	\$0
			Total:	\$1,260,160





Client:
Paid Dates:
Location:

West Volusia Hospital Authority 10/1/2022 to 9/30/2023 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	6	\$3,630	\$2,361	\$1,269	\$10	\$0	\$1,259	0.02%		
AMBULANCE	33	\$54,510	\$54,510	\$0	\$0	\$0	\$0	0.00%		
ANESTHESIA	749	\$1,053,739	\$934,418	\$119,322	\$0	\$0	\$119,322	1.44%		
CHIROPRACTIC	144	\$7,634	\$4,169	\$3,465	\$660	\$0	\$2,805	0.03%		
COVID-19	365	\$71,403	\$65,176	\$6,227	\$0	\$0	\$6,227	0.08%		
DIALYSIS	1544	\$10,921,118	\$10,266,364	\$654,754	\$0	\$0	\$654,754	7.89%		
DME/APPLIANCE	90	\$37,610	\$37,610	\$0	\$0	\$0	\$0	0.00%		
EMERG ROOM CHRGS	5909	\$9,515,787	\$8,666,518	\$849,270	\$38,489	\$0	\$810,780	9.78%		
HOME HEALTH CARE	10	\$24,099	\$23,126	\$974	\$0	\$0	\$974	0.01%		
HOSPICE CARE	5	\$20,447	\$20,447	\$0	\$0	\$0	\$0	0.00%		
INELIGIBLE	5320	\$3,853,621	\$3,853,053	\$568	\$0	\$0	\$568	0.01%		
INPATIENT PHYS	3512	\$892,394	\$685,963	\$206,430	\$20	\$0	\$206,410	2.49%		
IP HOSP CHARGES	755	\$21,426,438	\$18,895,140	\$2,531,298	\$14,450	\$0	\$2,516,848	30.34%		
MATERNITY	17	\$22,452	\$22,452	\$0	\$0	\$0	\$0	0.00%		
MEDICAL MISC	253	\$122,447	\$98,182	\$24,265	\$643	\$0	\$23,622	0.28%		
OFFICE VISIT	10220	\$1,378,388	\$837,964	\$540,424	\$44,590	\$0	\$495,834	5.98%		
OP PHYSICIAN	2888	\$882,645	\$653,985	\$228,659	\$3,618	\$0	\$225,042	2.71%		
OTHER	2928	\$53,854	\$53,712	\$142	\$10	\$48,976	-\$48,844	-0.59%		
OUTPAT HOSP	185	-\$280,848	-\$298,751	\$17,903	\$1,638	\$0	\$16,265	0.20%		
PRESCRIPTION	9	\$219	\$219	\$0	\$0	\$0	\$0	0.00%		
PSYCHIATRIC	1361	\$521,794	\$351,393	\$170,402	\$5,465	\$0	\$164,937	1.99%		
RADIATION /CHEMO	907	\$1,758,504	\$1,351,077	\$407,427	\$54	\$0	\$407,373	4.91%		
REHAB	3	\$81,924	\$67,594	\$14,330	\$0	\$0	\$14,330	0.17%		
SLEEP DISORDER	13	\$719	\$719	\$0	\$0	\$0	\$0	0.00%		
SUBS ABUSE	33	\$426,644	\$363,465	\$63,179	\$5	\$0	\$63,174	0.76%		
SURG FACILITY	822	\$6,760,732	\$5,601,966	\$1,158,766	\$13,948	\$0	\$1,144,818	13.80%		
SURGERY	2464	\$442,282	\$379,535	\$62,747	\$0	\$0	\$62,747	0.76%		
SURGERY IP	285	\$458,985	\$375,753	\$83,232	\$0	\$0	\$83,232	1.00%		
SURGERY OP	520	\$859,146	\$674,964	\$184,181	\$0	\$0	\$184,181	2.22%		
THERAPY	3449	\$342,466	\$215,847	\$126,618	\$10,150	\$0	\$116,468	1.40%		
URGENT CARE	78	\$22,044	\$17,416	\$4,628	\$1,161	\$0	\$3,467	0.04%		
VISION	17	\$2,625	\$2,625	\$0	\$0	\$0	\$0	0.00%		
WELLNESS	11346	\$708,841	\$559,091	\$149,751	\$0	\$0	\$149,751	1.81%		
XRAY/ LAB	41061	\$5,861,040	\$4,957,428	\$903,612	\$35,802	\$0	\$867,810	10.46%		
Totals	97301	\$68.309.331	\$59,795,489	\$8.513.843	\$170.713	\$48.976	\$8.294.154			





# **PCORI** Membership Count

Block of Business ID: Client ID:

EBMSI 00532

Eligibility Date: : 1/1/2023 to 9/30/2023

Month-Year	Employee Count	Dependent Count	Total Member
00532-West Vo			
1/1/202	3 1358	0	1358
2/1/202	3 1336	0	1336
3/1/202	3 1380	0	1380
4/1/202	3 1370	0	1370
5/1/202	3 1361	0	1361
6/1/202	3 1398	0	1398
7/1/202	3 1423	0	1423
8/1/202	3 1440	0	1440
9/1/202	3 1430	0	1430

Total Member Days

1,388.44





# **Enrollment Counts by City and State**

Block of Business ID: Client ID:

EBMSI 00532

As Of Date: 9/30/2023

City, State	Employee Count	Dependent Count	Total Count
Barberville, FL	1	0	1
De Leon Springs,FL	88	0	88
Debary, FL	31	0	31
Deland, FL	614	0	614
Deltona, FL	364	0	364
Enterprise, FL	2	0	2
Lake Helen, FL	15	0	15
Orange City, FL	89	0	89
Osteen, FL	11	0	11
Pierson, FL	82	0	82
Seville, FL	32	0	32
Total	1329	0	1329





# Tier Census by Product 9/1/2023

Block of Business ID: Client ID: Status: EBMSI 00532 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	1340	620	720	0	0	0	0	1340
		Subtotal for Active:	1340	620	720	0	0	0	0	1340
		Total for Medical:	1340	620	720	0	0	0	0	1340





# Tier Census by Product 9/15/2023

Block of Business ID: Client ID: Status: EBMSI 00532 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	1343	617	726	0	0	0	0	1343
		Subtotal for Active:	1343	617	726	0	0	0	0	1343
		Total for Medical:	1343	617	726	0	0	0	0	1343





# Benefit Analysis Summary

Block of Business ID: Client ID: Paid Date:

EBMSI 00532

9/1/2023 to 9/30/2023

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
00532-West Volusia H		uthority				Responsibility			
	100pitai 7 tt	•	0.00	225.46	204.04	10.00	0.00	104.04	0.050/
ALLERGY CARE	1	540.00	0.00	335.16	204.84	10.00	0.00	194.84	0.05%
AMBULANCE ANESTHESIA	2	754.00 21,273.80	754.00 2,775.20	0.00 15,348.91	0.00	0.00	0.00 0.00	0.00	0.00% 0.81%
	38	•	·	•	3,149.69			3,149.69	
CHIROPRACTIC	8	508.16	0.00	273.55	234.61	50.00	0.00	184.61	0.05%
COVID-19	6	629.55	654.55	0.00	-25.00	0.00	0.00	-25.00	-0.01%
DIALYSIS	56	129,945.40	-541,029.58	641,012.15	29,962.83	0.00	0.00	29,962.83	7.70%
DME/APPLIANCE	3	1,024.00	1,024.00	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM	269	538,684.31	125,086.45	365,762.28	47,835.58	2,029.33	0.00	45,806.25	11.77%
INELIGIBLE	462	532,097.72	532,097.72	0.00	0.00	0.00	0.00	0.00	0.00%
INPATIENT PHYS	150	38,331.58	18,148.09	12,093.39	8,090.10	0.00	0.00	8,090.10	2.08%
IP HOSP CHARGES	36	2,232,727.35	1,282,636.95	843,471.86	106,618.54	750.00	0.00	105,868.54	27.19%
MATERNITY	2	4,091.00	4,091.00	0.00	0.00	0.00	0.00	0.00	0.00%
MEDICAL MISC	8	1,251.00	936.00	139.90	175.10	0.00	0.00	175.10	0.04%
OFFICE VISIT	575	72,671.45	4,072.72	40,464.00	28,134.73	2,280.00	0.00	25,854.73	6.64%
OP PHYSICIAN	189	-117,307.13	-227,152.15	90,299.42	19,545.60	312.18	0.00	19,233.42	4.94%
OTHER	226	13,204.78	12,715.78	347.04	141.96	10.00	-1,018.68	1,150.64	0.30%
OUTPAT HOSP	13	-230,188.00	-190,628.35	-39,509.65	-50.00	-50.00	0.00	0.00	0.00%
PSYCHIATRIC	88	39,513.31	31,085.32	2,631.12	5,796.87	265.00	0.00	5,531.87	1.42%
RADIATION /CHEMO	64	86,791.35	74,484.00	22,817.19	-10,509.84	9.87	0.00	-10,519.71	-2.70%
SUBS ABUSE	3	16,758.55	80.77	12,161.28	4,516.50	0.00	0.00	4,516.50	1.16%
SURG FACILITY	53	468,543.00	70,040.38	321,571.15	76,931.47	675.00	0.00	76,256.47	19.59%
SURGERY	194	24,847.54	186.00	20,964.13	3,697.41	0.00	0.00	3,697.41	0.95%
SURGERY IP	6	14,522.76	10,381.76	2,710.25	1,430.75	0.00	0.00	1,430.75	0.37%
SURGERY OP	12	14,796.46	192.00	11,212.29	3,392.17	0.00	0.00	3,392.17	0.87%
THERAPY	196	17,538.00	1,460.00	9,292.34	6,785.66	550.00	0.00	6,235.66	1.60%
URGENT CARE	1	498.00	0.00	356.37	141.63	25.00	0.00	116.63	0.03%
VISION	1	217.35	217.35	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	402	28,364.43	488.00	21,790.97	6,085.46	0.00	0.00	6,085.46	1.56%
XRAY/ LAB	2652	454,695.88	137,923.81	263,327.22	53,444.85	521.80	0.00	52,923.05	13.59%
Totals for 00532	5716	4,407,325.60	1,352,721.77	2,658,872.32	395,731.51	7,438.18	-1,018.68	389,312.01	





# Benefit Analysis Summary

Block of Business ID: Client ID: Paid Date:

EBMSI 00532

10/1/2022 to 9/30/2023

	Line	Charge	Ineligible	Cost Savings	Allowed	Patient	Adjustments	Paid	% Paid
00532-West Volusia H	Count	uthority				Responsibility			
	•	,							
ALLERGY CARE	6	3,630.00	0.00	2,360.67	1,269.33	10.00	0.00	1,259.33	0.02%
AMBULANCE	33	54,509.50	54,509.50	0.00	0.00	0.00	0.00	0.00	0.00%
ANESTHESIA	749	1,053,739.28	355,245.68	579,171.91	119,321.69	0.00	0.00	119,321.69	1.44%
CHIROPRACTIC	144	7,633.96	186.00	3,983.40	3,464.56	660.00	0.00	2,804.56	0.03%
COVID-19	365	71,402.82	23,632.28	41,543.26	6,227.28	0.00	0.00	6,227.28	0.08%
DIALYSIS	1544	10,921,117.53	-2,188,990.78	12,455,354.54	654,753.77	0.00	0.00	654,753.77	7.89%
DME/APPLIANCE	90	37,610.16	37,610.16	0.00	0.00	0.00	0.00	0.00	0.00%
EMERG ROOM	5909	9,515,787.28	2,253,659.60	6,412,858.13	849,269.55	38,489.25	0.00	810,780.30	9.78%
HOME HEALTH CARE	10	24,099.33	1,998.00	21,127.73	973.60	0.00	0.00	973.60	0.01%
HOSPICE CARE	5	20,446.80	20,446.80	0.00	0.00	0.00	0.00	0.00	0.00%
INELIGIBLE	5320	3,853,620.96	3,852,050.62	1,002.05	568.29	0.00	0.00	568.29	0.01%
INPATIENT PHYS	3512	892,393.73	345,203.46	340,759.80	206,430.47	20.00	0.00	206,410.47	2.49%
IP HOSP CHARGES	755	21,426,438.47	6,568,846.25	12,326,294.15	2,531,298.07	14,450.00	0.00	2,516,848.07	30.34%
MATERNITY	17	22,452.00	22,452.00	0.00	0.00	0.00	0.00	0.00	0.00%
MEDICAL MISC	253	122,446.73	14,547.77	83,633.98	24,264.98	643.05	0.00	23,621.93	0.28%
OFFICE VISIT	10220	1,378,387.63	135,048.12	702,915.94	540,423.57	44,590.00	0.00	495,833.57	5.98%
OP PHYSICIAN	2888	882,644.52	-759,807.55	1,413,792.73	228,659.34	3,617.82	0.00	225,041.52	2.71%
OTHER	3178	53,853.60	53,164.60	547.04	141.96	10.00	48,976.27	-48,844.31	-0.59%
OUTPAT HOSP	185	-280,848.12	-339,659.59	40,908.22	17,903.25	1,638.25	0.00	16,265.00	0.20%
PRESCRIPTION	9	218.85	218.85	0.00	0.00	0.00	0.00	0.00	0.00%
PSYCHIATRIC	1361	521,794.11	97,028.33	254,364.23	170,401.55	5,465.00	0.00	164,936.55	1.99%
RADIATION /CHEMO	907	1,758,504.12	87,994.89	1,263,082.23	407,427.00	53.87	0.00	407,373.13	4.91%
REHAB	3	81,924.00	30,353.00	37,240.54	14,330.46	0.00	0.00	14,330.46	0.17%
SLEEP DISORDER	13	719.30	719.30	0.00	0.00	0.00	0.00	0.00	0.00%
SUBS ABUSE	33	426,643.52	34,466.85	328,998.01	63,178.66	5.00	0.00	63,173.66	0.76%
SURG FACILITY	822	6,760,732.35	387,088.52	5,214,877.87	1,158,765.96	13,947.99	0.00	1,144,817.97	13.80%
SURGERY	2464	442,281.81	9,074.91	370,460.40	62,746.50	0.00	0.00	62,746.50	0.76%
SURGERY IP	285	458,985.47	155,097.01	220,656.04	83,232.42	0.00	0.00	83,232.42	1.00%
SURGERY OP	520	859,145.80	48,799.04	626,165.43	184,181.33	0.00	0.00	184,181.33	2.22%
THERAPY	3449	342,465.87	19,734.15	196,113.34	126,618.38	10,150.00	0.00	116,468.38	1.40%
URGENT CARE	78	22,044.00	6,669.00	10,747.17	4,627.83	1,160.66	0.00	3,467.17	0.04%
VISION	17	2,624.70	2,624.70	0.00	0.00	0.00	0.00	0.00	0.00%
WELLNESS	11346	708,841.32	34,768.50	524,322.10	149,750.72	0.00	0.00	149,750.72	1.81%
XRAY/ LAB	41061	5,861,040.04	814,103.68	4,143,324.02	903,612.34	35,802.18	0.00	867,810.16	10.46%
					·	·		•	



Requested by: ReportScheduler from p316 data [P316]

Generated at: 06:15:57 on 01 October 2023



# Benefit Analysis Summary

Block of Business ID: Client ID: Paid Date:

EBMSI 00532

10/1/2022 to 9/30/2023

	Line Count	Charge	Ineligible	Cost Savings	Allowed	Patient Responsibility	Adjustments	Paid	% Paid
Totals for 00532	97551	68,309,331.44	12,178,883.65	47,616,604.93	8,513,842.86	170,713.07	48,976.27	8,294,153.52	





# Summary of Claims Paid By Location

Block of Business ID: Client ID:

EBMSI 00532

Paid Date: 9/1/2023 to 9/30/2023

Description		Claims	Medical	Dental	Vision	Prescription	Disability	Total Paid
00532-West Volusia Hospital Authority								
DeLand		3	0.00	0.00	0.00	0.00	0.00	0.00
miCareDeLand		1195	236,104.30	0.00	0.00	0.00	0.00	236,104.30
miCareDelton		933	131,131.70	0.00	0.00	0.00	0.00	131,131.70
miCarePierso		58	22,076.01	0.00	0.00	0.00	0.00	22,076.01
N/A		44	0.00	0.00	0.00	0.00	0.00	0.00
	00532 Totals:	2233	389,312.01	0.00	0.00	0.00	0.00	389,312.01





# Summary of Claims Paid By Location

Block of Business ID: Client ID:

EBMSI 00532

Paid Date: 10/1/2022 to 9/30/2023

Description	Description		Claims Medical Dental		Vision	Vision Prescription		Total Paid
00532-West Volusia Hospital Authority								
DeLand		10	-424.77	0.00	0.00	0.00	0.00	-424.77
Deltona		3	0.00	0.00	0.00	0.00	0.00	0.00
miCareDeLand		22098	4,562,266.95	0.00	0.00	0.00	0.00	4,562,266.95
miCareDelton		16613	3,379,441.63	0.00	0.00	0.00	0.00	3,379,441.63
miCarePierso		1623	352,869.71	0.00	0.00	0.00	0.00	352,869.71
N/A		348	0.00	0.00	0.00	0.00	0.00	0.00
	00532 Totals:	40695	8,294,153.52	0.00	0.00	0.00	0.00	8,294,153.52





# Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: Client ID:

EBMSI 00532

Paid Date: 9/1/2023 to 9/30/2023

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid P	atient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	534	0.00	0.00	0.00	0.00	0.00	0.00





# Top Providers by Paid Amount for Tins: '204552956'

Block of Business ID: Client ID:

EBMSI 00532

Paid Date: 10/1/2022 to 9/30/2023

Tin	NPI	Provider	City	State	Specialty	Claim Count	Billed Charges	Over UCR	PPO Discount	Allowed	Plan Paid P	atient Resp
20-4552956	1942540356	Micare LLC	Billings	MT	Clinic	8183	0.00	0.00	0.00	0.00	0.00	0.00





#### **CLAIMS PAID BY MONTH**

	PEPM Cost/ Employee	Hospital PEPM	Lab PEPM	PCP PEPM	Speciality PEPM	Facility PEPM
	1					
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$477.29	\$287.75	\$23.16	\$0.00	\$166.38	\$0.00
	\$628.19	\$417.06	\$21.68	\$0.00	\$189.45	\$0.00
	\$487.64	\$305.83	\$14.66	\$0.00	\$167.16	\$0.00
	\$486.61	\$298.49	\$16.71	\$0.00	\$171.42	\$0.00
	\$501.77	\$266.38	\$17.40	\$0.00	\$217.99	\$0.00
	\$600.71	\$337.06	\$22.12	\$0.00	\$241.53	\$0.00
	\$473.83	\$164.65	\$9.28	\$0.00	\$299.91	\$0.00
	\$483.46	\$317.03	\$19.76	\$0.00	\$146.68	\$0.00
	\$686.78	\$322.40	\$30.10	\$0.00	\$334.28	\$0.00
	\$300.20	\$186.10	\$19.36	\$0.00	\$94.74	\$0.00
	\$496.32	\$275.83	\$27.56	\$0.00	\$192.93	\$0.00
	\$281.41	\$161.80	\$15.80	\$0.00	\$103.81	\$0.00
	\$489.88	\$276.88	\$19.89	\$0.00	\$193.11	\$0.00
Т	\$880.48	\$476.97	\$45.76	\$0.00	\$357.75	\$0.00
	\$705.17	\$345.16	\$41.27	\$0.00	\$318.74	\$0.00
	\$397.19	\$177.10	\$25.38	\$0.00	\$194.71	\$0.00
	\$418.00	\$214.19	\$20.26	\$0.00	\$183.55	\$0.00
	\$460.41	\$188.11	\$25.47	\$0.00	\$246.83	\$0.00
	\$871.61	\$490.87	\$28.05	\$0.00	\$352.69	\$0.00
	\$273.09	\$152.84	\$13.33	\$0.00	\$106.91	\$0.00
	\$459.26	\$279.48	\$22.55	\$0.00	\$157.24	\$0.00
	\$499.05	\$160.38	\$30.05	\$0.00	\$308.62	\$0.00
	\$402.44	\$272.46	\$14.92	\$0.00	\$115.06	\$0.00
	\$617.90	\$350.98	\$32.45	\$0.00	\$234.48	\$0.00
	\$253.15	\$184.30	\$19.47	\$0.00	\$49.38	\$0.00
	\$522.65	\$275.78	\$26.71	\$0.00	\$220.15	\$0.00
	\$356.20	\$207.57	\$20.59	\$0.00	\$128.04	\$0.00
	\$349.24	\$185.36	\$21.51	\$0.00	\$142.37	\$0.00
	\$206.75	\$14.79	\$18.60	\$0.00	\$173.36	\$0.00
	\$178.23	\$40.67	\$10.49	\$0.00	\$127.06	\$0.00
	\$307.69	\$149.79	\$13.13	\$0.00	\$144.77	\$0.00
	\$986.58	\$202.04	\$32.05	\$0.00	\$752.49	\$0.00
	\$414.24	\$254.38	\$13.03	\$0.00	\$146.83	\$0.00

Location Name	Month	Hospital	Laboratory	PCP	Speciality Fa	cility Physician	Total Claims Count	Total Paid Claims	Total Fixed Costs	Employee Count	PEPM Cost/ Employee	Hospital PEPM	Lab PEPM	PCP PEPM	Speciality PEPM	Facility PEPM
00532 - West Volusia	ia Hospital Authority															
DeLand	10-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DeLand	04-2023	\$0.00	\$0.00	\$0.00	(\$106.03)	\$0.00	2	(\$106.03)	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DeLand	06-2023	\$0.00	\$0.00	\$0.00	(\$318.74)	\$0.00	4	(\$318.74)	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DeLand	09-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$0.00	\$0.00	\$0.00	(\$424.77)	\$0.00	10	(\$424.77)	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deltona	03-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deltona	07-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
miCareDeLand	10-2022	\$220,706.47	\$17,765.12	\$0.00	\$127,613.58	\$0.00	1932	\$366,085.17	\$0.00	767	\$477.29	\$287.75	\$23.16	\$0.00	\$166.38	\$0.00
miCareDeLand	11-2022 12-2022	\$314,460.97 \$226,922.27	\$16,345.94 \$10,875.83	\$0.00 \$0.00	\$142,845.67	\$0.00 \$0.00	1922 1686	\$473,652.58	\$0.00 \$0.00	754 742	\$628.19 \$487.64	\$417.06 \$305.83	\$21.68 \$14.66	\$0.00 \$0.00	\$189.45 \$167.16	\$0.00 \$0.00
miCareDeLand miCareDeLand	01-2023	\$220,881.16	\$12,361.85	\$0.00	\$124,030.82 \$126,850.36	\$0.00	1555	\$361,828.92 \$360,093.37	\$0.00	742	\$486.61	\$298.49	\$14.00	\$0.00	\$107.10	\$0.00
miCareDeLand	02-2023	\$194,187.55	\$12,686.71	\$0.00	\$158,917.11	\$0.00	1966	\$365,791.37	\$0.00	740	\$501.77	\$266.38	\$10.71	\$0.00	\$217.99	\$0.00
miCareDeLand	03-2023	\$258,863.08	\$16,989.08	\$0.00	\$185,493.94	\$0.00	2484	\$461,346.10	\$0.00	768	\$600.71	\$337.06	\$22.12	\$0.00	\$241.53	\$0.00
miCareDeLand	04-2023	\$125,789.99	\$7,089.53	\$0.00	\$229,127.48	\$0.00	1849	\$362,007.00	\$0.00	764	\$473.83	\$164.65	\$9.28	\$0.00	\$299.91	\$0.00
miCareDeLand	05-2023	\$243,162.98	\$15,153.04	\$0.00	\$112,501.24	\$0.00	1669	\$370,817.26	\$0.00	767	\$483.46	\$317.03	\$19.76	\$0.00	\$146.68	\$0.00
miCareDeLand	06-2023	\$256,630.89	\$23,957.62	\$0.00	\$266,089.85	\$0.00	2331	\$546,678.36	\$0.00	796	\$686.78	\$322.40	\$30.10	\$0.00	\$334.28	\$0.00
miCareDeLand	07-2023	\$151,487.37	\$15,757.40	\$0.00	\$77,120.75	\$0.00	1334	\$244,365.52	\$0.00	814	\$300.20	\$186.10	\$19.36	\$0.00	\$94.74	\$0.00
miCareDeLand	08-2023	\$229,762.86	\$22,959.31	\$0.00	\$160,713.98	\$0.00	2167	\$413,436.15	\$0.00	833	\$496.32	\$275.83	\$27.56	\$0.00	\$192.93	\$0.00
miCareDeLand	09-2023	\$135,750.86	\$13,255.27	\$0.00	\$87,098.17	\$0.00	1195	\$236,104.30	\$0.00	839	\$281.41	\$161.80	\$15.80	\$0.00	\$103.81	\$0.00
	Subtotal:	\$2,578,606.45	\$185,196.70	\$0.00	\$1,798,402.95	\$0.00	22090	\$4,562,206.10	\$0.00	9313	\$489.88	\$276.88	\$19.89	\$0.00	\$193.11	\$0.00
miCareDelton	10-2022	\$268,532.42	\$25,763.65	\$0.00	\$201,416.00	\$0.00	1836	\$495,712.07	\$0.00	563	\$880.48	\$476.97	\$45.76	\$0.00	\$357.75	\$0.00
miCareDelton	11-2022	\$191,566.04	\$22,902.70	\$0.00	\$176,900.74	\$0.00	1704	\$391,369.48	\$0.00	555	\$705.17	\$345.16	\$41.27	\$0.00	\$318.74	\$0.00
miCareDelton	12-2022	\$97,225.97	\$13,934.92	\$0.00	\$106,897.99	\$0.00	1440	\$218,058.88	\$0.00	549	\$397.19	\$177.10	\$25.38	\$0.00	\$194.71	\$0.00
miCareDelton	01-2023	\$116,734.39	\$11,039.68	\$0.00	\$100,036.26	\$0.00	1316	\$227,810.33	\$0.00	545	\$418.00	\$214.19	\$20.26	\$0.00	\$183.55	\$0.00
miCareDelton	02-2023	\$100,452.86	\$13,599.53	\$0.00	\$131,806.59	\$0.00	1534	\$245,858.98	\$0.00	534	\$460.41	\$188.11	\$25.47	\$0.00	\$246.83	\$0.00
miCareDelton	03-2023	\$266,048.91	\$15,203.47	\$0.00	\$191,157.59	\$0.00	1700	\$472,409.97	\$0.00	542	\$871.61	\$490.87	\$28.05	\$0.00	\$352.69	\$0.00
miCareDelton	04-2023	\$82,075.50	\$7,159.91	\$0.00	\$57,411.28	\$0.00	949	\$146,646.69	\$0.00	537	\$273.09	\$152.84	\$13.33	\$0.00	\$106.91	\$0.00
miCareDelton	05-2023	\$145,886.52	\$11,771.40	\$0.00	\$82,077.53	\$0.00	1236	\$239,735.45	\$0.00	522	\$459.26	\$279.48	\$22.55	\$0.00	\$157.24	\$0.00
miCareDelton	06-2023	\$84,519.72	\$15,836.19	\$0.00	\$162,643.32	\$0.00	1514	\$262,999.23	\$0.00	527	\$499.05	\$160.38	\$30.05	\$0.00	\$308.62	\$0.00
miCareDelton	07-2023	\$146,581.34	\$8,026.55	\$0.00	\$61,904.62	\$0.00	905	\$216,512.51	\$0.00	538	\$402.44	\$272.46	\$14.92	\$0.00	\$115.06	\$0.00
miCareDelton	08-2023	\$188,124.40	\$17,392.53	\$0.00	\$125,679.41	\$0.00	1532	\$331,196.34	\$0.00	536	\$617.90	\$350.98	\$32.45	\$0.00	\$234.48	\$0.00
miCareDelton	09-2023	\$95,469.91	\$10,083.78	\$0.00	\$25,578.01	\$0.00	933	\$131,131.70	\$0.00	518	\$253.15	\$184.30	\$19.47	\$0.00	\$49.38	\$0.00
	Subtotal:	\$1,783,217.98	\$172,714.31	\$0.00	\$1,423,509.34	\$0.00	16599	\$3,379,441.63	\$0.00	6466	\$522.65	\$275.78	\$26.71	\$0.00	\$220.15	\$0.00
miCarePierso	10-2022	\$15,567.57	\$1,544.48	\$0.00	\$9,602.67	\$0.00	143	\$26,714.72	\$0.00	75	\$356.20	\$207.57	\$20.59	\$0.00	\$128.04	\$0.00
miCarePierso	11-2022	\$12,975.18	\$1,505.57	\$0.00	\$9,965.78	\$0.00	137	\$24,446.53	\$0.00	70	\$349.24	\$185.36	\$21.51	\$0.00	\$142.37	\$0.00
miCarePierso	12-2022	\$1,064.86	\$1,339.33	\$0.00	\$12,481.70	\$0.00	124	\$14,885.89	\$0.00	72	\$206.75	\$14.79	\$18.60	\$0.00	\$173.36	\$0.00
miCarePierso	01-2023	\$2,969.07	\$766.10	\$0.00	\$9,275.54	\$0.00	75	\$13,010.71	\$0.00	73	\$178.23	\$40.67	\$10.49	\$0.00	\$127.06	\$0.00
miCarePierso	02-2023	\$10,934.46	\$958.26	\$0.00	\$10,568.55	\$0.00	131	\$22,461.27	\$0.00	73	\$307.69	\$149.79	\$13.13	\$0.00	\$144.77	\$0.00
miCarePierso miCarePierso	03-2023 04-2023	\$14,142.55 \$17,552.02	\$2,243.76 \$899.05	\$0.00 \$0.00	\$52,673.96 \$10,131.35	\$0.00 \$0.00	189 121	\$69,060.27 \$28,582.42	\$0.00 \$0.00	70 69	\$986.58 \$414.24	\$202.04 \$254.38	\$32.05 \$13.03	\$0.00 \$0.00	\$752.49 \$146.83	\$0.00 \$0.00
miCarePierso miCarePierso	05-2023	\$17,552.02	\$899.05 \$1,306.48	\$0.00	\$6,498.67	\$0.00	108	\$28,582.42 \$16,134.89	\$0.00	72	\$414.24 \$224.10	\$254.38 \$115.69	\$13.03	\$0.00	\$146.83	\$0.00
miCarePierso	06-2023	\$25,874.96	\$2,326.31	\$0.00	\$38,119.78	\$0.00	240	\$66,321.05	\$0.00	75	\$884.28	\$345.00	\$10.15	\$0.00	\$508.26	\$0.00
miCarePierso	07-2023	\$7,883.79	\$534.67	\$0.00	\$9,714.71	\$0.00	126	\$18,133.17	\$0.00	73	\$255.40	\$111.04	\$7.53	\$0.00	\$136.83	\$0.00
miCarePierso	08-2023	\$9,549.88	\$3,293.06	\$0.00	\$18,199.84	\$0.00	171	\$31,042.78	\$0.00	71	\$437.22	\$134.51	\$46.38	\$0.00	\$256.34	\$0.00
miCarePierso	09-2023	\$6,957.29	\$685.97	\$0.00	\$14,432.75	\$0.00	58	\$22,076.01	\$0.00	73	\$302.41	\$95.31	\$9.40	\$0.00	\$197.71	\$0.00
	Subtotal:	\$133,801.37	\$17,403.04	\$0.00	\$201,665.30	\$0.00	1623	\$352,869.71	\$0.00	864	\$408.41	\$154.86	\$20.14	\$0.00	\$233.41	\$0.00
N/A	10-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	16	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	11-2022	\$60.85	\$0.00	\$0.00	\$0.00	\$0.00	6	\$60.85	\$405,122.59	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	12-2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	10	\$0.00	\$275,618.42	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	01-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	\$237,308.30	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	02-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	36	\$0.00	\$442,788.02	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	03-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	31	\$0.00	\$273,298.66	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	04-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	69	\$0.00	\$262,330.13	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	05-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	72	\$0.00	\$324,680.59	0		\$0.00	\$0.00		\$0.00	\$0.00

	Total:	\$4,495,686.65	\$375,314.05	\$0.00	\$3,423,152.82	\$0.00	40673	\$8,294,153.52	\$3,325,052.98	16643	\$698.14	\$270.12	\$22.55	\$0.00	\$205.68	\$0.00
	Subtotal:	\$60.85	\$0.00	\$0.00	\$0.00	\$0.00	348	\$60.85	\$3,325,052.98	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	09-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	44	\$0.00	\$269,734.72	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	08-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12	\$0.00	\$271,284.65	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	07-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	13	\$0.00	\$283,258.12	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N/A	06-2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	36	\$0.00	\$279,628.78	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

#### **Parameters**

Beginning Location:

Ending Location:

Paid Date: 10/1/2022-9/30/2023

Reporting Period: CLIENTYTD

Location: 000-zzzzz

<sup>\*\*</sup> Census Count Comments: Membership is counted per location, per department, or per

From: Darik J. Croft
To: Stacy Tebo

Cc: Kristi Jones; Gretchen Soto; Sue Wayte

**Subject:** WVHA miCare clinic operating reports- September and Q3 Report

**Date:** Tuesday, October 10, 2023 11:51:05 AM

Attachments: image001.pnq

image002.png image003.png image004.png image005.png

WVHA Q3 2023 Report.pdf WVHA Q3 2023 Report.docx

WVHA Deland and Deltona - September 2023 Utilization Report(1).pdf WVHA Deland and Deltona - September 2023 Utilization Report(1).docx

#### Good morning,

Attached is the WVHA miCare clinic monthly operating report for September and the Q3 operating report. I have added some insights below regarding the quarterly report. Let me know if you need anything additional from me.

#### **Q3** Insights

- Utilization percentage increase 7% form Q3 2022. Currently utilization percentage is 82%.
   This remains strong and we have the right amount of capacity and access for health card members.
- No shows have decreased in Deltona from 14% to 9%. Relatively flat in DeLand at about 7%. We are making headway and patients are more consistent in following through with their appointments or calling to reschedule.
- Member migration is strong at 79%. That means that we have had 79% of the health card members schedule a visit with a provider in the clinic.
- There were 367 total new patients who established care in the WVHA miCare clinics (DeLand 234 new patients and Deltona 133 new patients
- PAP (Pharmacy Assistance Program) This has been a valuable program for health card members and the health card program. For Q3 we were able to avoid \$165,635 in pharmacy spend
- ER Diversion
  - Total patients see in the ER (Halifax and Advent) were 369 (17 Halifax and 352Advent)
  - Out of the 369 patients that went to the ER, 339 of them had established at miCare.
  - Out of the 369 patients that sought care in the ER, 259 were appropriate and 110 could have been seen outside of the ER.
  - Out of the 369 patients, 255 scheduled follow up appointments and 219 people completed their follow up in the clinic.
- We are continuing to work with health card members on education as well as the ER on transitioning patients back into primary care for follow ups to establish a care relationship and help them to access care in the most appropriate care setting.
- Patient survey results are reviewed each month. Results are in the packet. Overall patient satisfaction was 4.8 out of 5.

Let me know if you need any additional information or clarification on any of the items.



# WVHA miCare Clinic Deland and Deltona September 2023 Report

#### miCare Utilization

	Total Available	Total	% Of Total Available	Total Unscheduled	% Of Total Unscheduled
Deland	Hours	Utilized Hours	Hours	Hours	Hours
2023	173	155	90%	18	10%

Deltona	Total Available Hours	Total Utilized Hours	% Of Total Available Hours	Total Unscheduled Hours	% Of Total Unscheduled Hours
2023	128	116	90%	12	10%

	Total Available	Total	% Of Total Available	Total Unscheduled	% Of Total Unscheduled
<b>Deland and Deltona</b>	Hours	Utilized Hours	Hours	Hours	Hours
2023	301	271	90%	30	10%

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

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

#### **Key Insights:**

- The Utilization measures Physician Assistant/Nurse Practitioner time available to provide direct patient care.
- The Utilization measures the clinician's scheduled availability to the amount of time used to meet patient appointments.
- Between the two clinics 90% of the available clinician capacity was used for scheduled appointments; 10%
  of clinician time was available for walk-ins and other patient care activities.
- "No Shows" is where patients didn't attend their scheduled clinic appointment.
  - DeLand 5%
  - Deltona -7%

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

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



### **Visit Type Utilization**

WVHA miCare Clinic Total Visits for DeLand											
Clinic Services	Number of visits	%	Notes								
Total Provider visits	291	66%	Schedulable patient activities								
Total Labs	136	31%	Schedulable patient activities								
Total Nurse Visits	11	3%	Schedulable patient activities								
Total medication pick-up	281		Don't have a visit type and are not scheduled appointments								
Total PAP med pick-up	26		Don't have a visit type and are not scheduled appointments								
Total Visits	438										

#### **DeLand**

- There was a total of **438** clinic visits at the DeLand clinic in September plus **281** medication pick-ups and an additional **26** med pick-ups from the PAP program.
- There were 28 new patients that established care at the DeLand clinic.
- There were **41 Physicals** in September Male/Female Wellness Established Patients

WVHA miCare Clinic Total Visits for Deltona											
Clinic Services	Number of visits	%	Notes								
Total Provider visits	210	42%	Schedulable patient activities								
Total Labs	103	20%	Schedulable patient activities								
Total Nurse Visits	12	2%	Schedulable patient activities								
Total medication pick-up	169		Don't have a visit type and are not scheduled appointments								
Total PAP med pick-up	12		Don't have a visit type and are not scheduled appointments								
Total Visits	506										

#### Deltona

- There was a total of **506** clinic visits at the Deltona clinic in September plus **169** medication pick-ups from Deltona as well as **12** med pick-ups from the PAP program.
- There were 21 new patients that established care at the Deltona clinic.
- There were **39 Physicals** in September Male/Female Wellness Established Patients



# miCare Member Migration

#### September 2023

	Total Unique		
	Patients with	Total Eligible	Penetration of
	Appointments	Membership	Membership (%)
Total	634	1,334	48%

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

# PAP (Pharmacy Assistance Program)- WVHA Health Card Members

- The data below demonstrates pharmacy cost avoided for the WVHA for prescribed branded medications.
- WVHA health card members can qualify for manufacture discounts and the ability to receive prescription branded medications with no out of pocket expense to health card members
- The WVHA miCare Clinic care coordinators work with patients to complete the necessary paperwork to quality for the PAP (Pharmacy Assistance Program) through the pharmaceutical company.

	September 2023	
PAP Summary 9/1/2023- 9/30/2023		
Application Approved	346	\$161,288
Application Pending Approval	10	\$5,782
Application Started but Not Submitted	5	\$1,989
Totals	361	\$169,059
	(Active Applications)	Monthly Savings for <b>September</b>

#### **Key Insights:**

- 450 medications were picked up between both sites.
- 38 PAP medications were picked between the two locations.
- 361 patients had applications for pharmacy assistance programs last month.
- WVHA avoided \$169,059 of cost for branded medication in September.
- Projected annual cost avoided \$2,028,714.



# WVHA miCare Clinic Deland and Deltona Quarter Three Report

January 1<sup>st</sup> – September 30th, 2023

#### **Clinical Utilization**

				Total	
	Hours	Hours Used	% Of Total	Available	Total %
Deland	Available for	for	Time	Unscheduled	Available
Q3	Scheduling	Appointments	Scheduled	Time	Time
2022	1,649	1,235	75%	414	25%
2023	1,764	1,476	84%	288	16%

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	Hours	Hours Used	% Of Total	Available	Total %
Deltona	Available for	for	Time	Unscheduled	Available
Q3	Scheduling	Appointments	Scheduled	Time	Time
2022	1,235	930	75%	305	25%
2023	1,343	1,066	79%	277	21%

	Hours	Hours Used	% Of Total	Total Available	Total %
<b>Deland and Deltona</b>	Available for	for	Time	Unscheduled	Available
Q3	Scheduling	Appointments	Scheduled	Time	Time
2022	2,884	2,165	75%	719	25%
2023	3,107	2,542	82%	565	18%

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



# **No Show Rate**

Q3	DeLand	Deltona
2022	6%	14%
2023	7%	9%

## miCare Member Migration

	Total Unique Patients with Appointments	Total Eligible Membership	Penetration of Membership (%)
Total 2022	1,028	1,306	79%
Total 2023	1,057	1,338	79%

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

#### **Key Insights:**

- There was an overall increase in utilization of both sites in 2023.
- Between the two clinics 82% of the available clinician capacity was used for scheduled appointments; 18% of clinician time was available for walk-ins and other patient care activities.
- "No Shows" is where patients didn't attend their scheduled clinic appointment.
  - DeLand 7%
  - Deltona 9%
- Overall Member Migration is 79%
- Survey results for Q3 show an overall rating of 4.8 stars.



# miCare Visit Type Frequency

#### **DeLand**

WVHA miCare Clinic Total Visits for DeLand		Q3	
Clinic Services	Number of visits	%	Notes
Total Provider visits	2,577	33%	Schedulable patient activities
Total Labs	1,286	17%	Schedulable patient activities
Total Nurse Visits	116	2%	Schedulable patient activities
Total medication pick-up	3,472		Don't have a visit type and are not scheduled appointments
Total PAP med pick-up	262		Don't have a visit type and are not scheduled appointments
Total Visits	7,713		

- There was a total of 3,979. clinic visits at the DeLand clinic in Q3 2023, with an 3,472 additional medication pick-ups and 262 med pick-ups from the PAP program
- There were 234 new patients that established care at the DeLand clinic in this quarter

#### **Deltona**

WVHA miCare Clinic Total Visits for Deltona		Q3	
Clinic Services	Number of visits	%	Notes
Total Provider visits	1,961	52%	Schedulable patient activities
Total Labs	831	22%	Schedulable patient activities
Total Nurse Visits	114	2%	Schedulable patient activities
Total medication pick-up	747		Don't have a visit type and are not scheduled appointments
Total PAP med pick-up	141		Don't have a visit type and are not scheduled appointments
Total Visits	3,794		-

- There was a total of 2,906 clinic visits at the Deltona clinic in Q3 2023, with an additional 747 medication pick-ups along with 141 medication pick-ups from the PAP program.
- There were 133 new patients that established care at the Deltona clinic in this quarter



# PAP (Pharmacy Assistance Program)- WVHA Health Card Members

- The data below demonstrates pharmacy cost avoided for the WVHA for prescribed branded medications.
- WVHA health card members can qualify for manufacture discounts and the ability to receive prescription branded medications with no out of pocket expense to health card members
- The WVHA miCare Clinic care coordinators work with patients to complete the necessary paperwork to quality for the PAP (Pharmacy Assistance Program) through the pharmaceutical company.

	Q3 - 2023	
PAP Summary 07/01/2023 – 09/30/2023		Average per month
Application Approved	1,035	\$159,598
Application Pending Approval	17	\$3,224
Application Started but Not Submitted	20	\$7,092
Totals	1,072	\$165,635
	(Active Applications)	Quarterly Savings for Q3 2023

## **ER Diversion Results**

Total ER visits Q3 2023	
Halifax	17
Advent	352
Total ER visits	369
Appropriate ER Visits	259
PCP Appropriate	110
Established Patients (miCare)	339
Follow up scheduled at miCare	255
Follow up completed at miCare	219



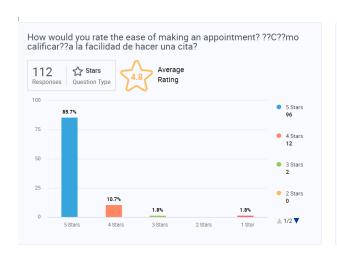
#### **Key Insights:**

- Total patients between Halifax and Advent were 369 (17 Halifax and 352Advent)
- Out of the 369 patients that went to the ER, 339 of them had established at miCare.
- Out of the 369 patients that sought care in the ER, 259 were appropriate and 110 could have been seen outside of the ER.
- Out of the 369 patients, 255 scheduled follow up appointments and 219 people completed their follow up in the clinic.

# **Post Visit Survey Results**

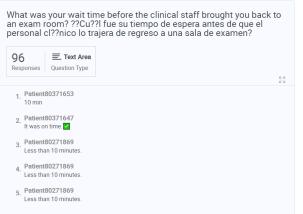
### Q3

#### July - September 2023











The clinical staff listened and were attentive while I explained the reason for my visit. El personal cl??nico me escuch?? y estuvo atento mientras les explicaba el motivo de mi visita.



The exam room was clean and welcoming. La sala de examen estaba limpia y acogedora.



My provider spent enough time with me to address my needs and answered all of my questions. Mi proveedor pas?? suficiente tiempo conmigo para atender mis necesidades y respondi?? a todas mis preguntas.



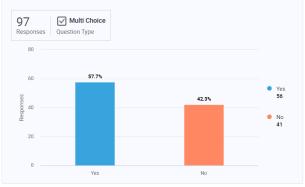
Upon leaving, I understood my diagnosis and treatments recommended by my provider. Al salir, entend?? mi diagn??stico y los tratamientos recomendados por mi proveedor.



I would rate the overall clinic care I received as: (1 star = lowest, 5 stars = highest rating) Calificar??a la atenci??n cl??nica general que recib?? como: (1 estrella = calificaci??n m??s baja, 5 estrellas = calificaci??n m??s alta)



If you were prescribed medication at this visit, did you receive the medication from miRx? Si le recetaron medicamentos en esta visita, ??los recibi?? de miRx?







# **Survey Results- Comments**

- Al recibir el medicamento, pude comenzar el tratamiento de inmediato.
- All good
- Always a long lead. time
- Buena
- Bueno
- Did not receive medication this visit
- Efficient, quick, no problems
- En la clínica no había el medicamento
- Excelente
- Excelente.
- Excellent
- Fue todo bien
- Goid
- Good
- Good
- Great
- Had reorder my medications this is what prompted Micare to make my annual follow up appointment. At end of appointment I did not receive a print out of my appointment of 26th September 2023.
- Haven't received it yet
- I have to wait at least 2 weeks for meds but it's ok
- I wait until the order arrives within 2-3 weeks then pick it up from the clinic..
- I was very happy because I needed it for my infection.
- It still takes like a Week to get it...
- It was fine
- It was good
- It was quick.



- It's just very confusing if you are prescribed a medication cuz if you need it now you have to have it sent to a local pharmacy and pay out of pocket, but if it's something that can wait have it sent to micare cuz it takes around 2 wks to receive thus making it difficult to have meds transferred for refills when having a local pharmacy fill the initial one
- Me dieron el medicamento ahí rápido para tomar rápido y pronto mejorarme
- Muy bien
- Muy buena
- Muy buena
- My experience was positive, awesome and fast.
- No medicamentos todavía fue mi primera visita
- No recibí por el momento
- None
- None
- Not applicable
- Not in stock
- On my pain reliever was on time and get better very quick.
- One of my medicine took longer that I expected. I so that is something that worried me because of my glaucoma. It was it month and it took 3 or more calls to get my eye drops.
- Por el momento no me han recetado medicamento
- Real good
- Regular
- Smooth
- Takes long time
- Takes too long and very 'spotty' communication
- Thank you
- They said it would take 2 weeks at least to receive medications
- They took the time to explain my new medicine
- Very useful
- Was very pleased



#### 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 386-301-386-492-7638 (fax)









October 2, 2023

West Volusia Hospital Authority

Monthly Enrollment Report

In the month of September there were 270 appointments to assist with new applications and 10 appointments to assist with pended applications from August-September. For a total of 280 Interviews with clients.

228 applications were submitted for verification and enrollment. Of these, 228 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 October 2023 for approval.

Of the 228 that were processed, 183 were approved and 25 were denied. There were 20 pended remaining.

Currently applications are being processed, approved and the client enrolled in 7 business days. Current enrollment with EBMS is taking up to 7-14 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
- Meeting with new organizations that can possibly benefit from the Health Card to partner up with them.
- **Attending Events**

Respectfully submitted by Gail Hallmon /Terrell Irvin

# **Membership**

One Voice for Volusia members come together with the common goal of improving the quality of life in Volusia County and surrounding areas using the power of research, consensus building and collaboration in order to drive systemic social change. Our membership represents an organization of nonprofit leaders working in concert with businesses, government, and philanthropies to mobilize on the issues and initiatives that matter most to this community, based on current data and best practice approaches.

Come join other local agencies, organizations, businesses and individuals who are dedicated to connecting our community to the highest quality health and human services available.

#### Our Annual Subscribers:

- Attend, network at, and contribute to monthly coalition meetings with 90+ community leaders in attendance learning about timely initiatives and professional development strategies with a topical structure.
- Participate in local initiatives by developing and implementing community improvement strategies through priority setting and consensus building.
- Promote their organization's news, job postings, events and highlights out on our Community Connector with over 2,000 subscribers interested in the Health and Human Services community.
- Feature their link on the One Voice for Volusia Website and receive a listing in the published membership directory
- Receive discounts on One Voice for Volusia events and sponsorship opportunities.
- Rapidly engage and mobilize one another on important topics, initiatives and grant opportunities
- Advocate for the efficient and effective use of community resources through a community model
- Highlight their programs as trainers, featured partners and annual Health and Human Services vendors
- Build partnerships that strengthen their position in the community, enhance their services and improve client outcomes

#### Benefits of Membership:

- Participate in Coalition meetings and connect with community leaders in the health and human services field
- Share information about your organization through the Member Spotlight at a Coalition meeting

- Send messages about your events, job postings or announcements through the Community Connector (reaching over 2,500 individuals)
- Your organization's events will be posted on the One Voice for Volusia online calendar
- Your organization's logo and or website will be linked to the One Voice for Volusia website (over 1,000 hits per month)
- Your organization's Facebook messages will be shared on One Voice for Volusia's Facebook page (1,700+ followers)
- Receive Community Connector messages catering to your interests
- Receive discounts at One Voice for Volusia sponsored events and trainings
- Provide input on important community issues to impact local, state, and national policy and action

Membership runs from July 1, 2023 to June 30, 2024

#### \*Subscription Levels:

Individual/Student: \$50

Non-Profit Organization (Single): \$150 (1 representative)

Non-Profit Organization (Unlimited): \$200 (unlimited representatives)

**Corporate Unlimited:** \$300 (unlimited representatives)

Learn more about the benefits of each subscriber level here

If you have any questions, please contact us at 386-947-8301 or email Executive Director, Kristy Amburgey at kristy@ovfv.org

# FIRST AMENDMENT TO HISPANIC HEALTH INITIATIVES, INC. ("TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD") 2022-2023 FUNDING AGREEMENT ("First Amendment")

This First Amendment is entered into as of the 21st day of September, 2023, between West Volusia Hospital Authority, a special taxing district, public body corporate and politic of the State of Florida in Volusia County, Florida (the "Authority") and HISPANIC HEALTH INITIATIVES, INC. ("Grantee").

Whereas, Grantee and the Authority entered into the HISPANIC HEALTH INITIATIVES, INC. ("TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD") 2022-2023 FUNDING AGREEMENT dated October 1, 2022 (hereinafter the "Funding Agreement"); and

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

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

- 1. Paragraph 3 shall be amended and restated as follows:
  - 3. Funding. The Authority agrees to provide up to \$79.700.00 (Seventy-Nine Thousand Seven Hundred Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding this Program.
- 2. Any term not defined herein shall have the same meaning as under the Funding Agreement.
- 3. The provisions of the Funding Agreement shall continue to control the relationship of the parties, except as specifically modified by the content of this First Amendment.

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

WEST VOLUSIA HOSPITAL AUTHORITY
By:
Jennifer L. Coen, Its Chair

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

	Date:
ATTEST	
By:	
By: Voloria L. Manning, Its Secretary	
	HISPANIC HEALTH INITIATIVES, INC
	By:
	Peter Willems Its: Executive Director
ATTEST	Date:
By:	
	Its Board Secretary or Chair (Circle One)

# WEST VOLUSIA HOSPITAL AUTHORITY AGENDA MEMO

TO: WVHA Commissioners

FROM: Webb Shephard, CPA

RE: Maturity of 1-Year and 2-Year CDs at Mainstreet Bank

DATE: October 19, 2023

The WVHA has two CDs maturing on November 24, 2023. Staff recommends that the Board open a one-year \$5M CD at the then current rate (currently 4.5%) and transfer the remainder of the two maturing CDs (approximately \$3.22M) into the Mainstreet Bank money market account. This will enable Mainstreet Bank to increase the money market interest rate on the entire balance. At current rates, the interest rate would move from 2.25% to 3.5%.

From: **Theodore Small Ted Small** To: Cc: Stacy Tebo

Subject: Corrected: Recommend that Approval as to form of the 2023-24 Funding Agreements in Omnibus Motion

Date: Tuesday, October 10, 2023 1:42:03 PM

Attachments: WVHA--Agreements--Rising Against All Odds--HIV-AIDS Outreach Program--2023-24 Redlined.docx

WVHA--Agreements--Community Legal Services of Mid-Florida"s Medical-Legal Partnership--2023-24

Redlined#2.docx

WVHA--Agreements--SMA-Level II Residential Treatment--2023-24 Redlined.docx

WVHA--Agreements--SMA-Homeless Program--2023-24 Redlined.docx

WVHA--Agreements--SMA-Baker Act--2023-24 Redlined.docx

WVHA--Agreements--Healthy Start Coaliton--Access to Healthcare--Family Services Coordinator--2023-24

Redlined.docx

WVHA--Agreements--Healthy Start Coaliton--Access to Healthcare Program--2023-24 Redlined.docx

WVHA--Agreements--HOUSE NEXT DOOR--2023-24 Redlined.docx

WVHA--Agreements--HOUSE NEXT DOOR Eligibility Determination Services--2023-24 REdlined.docx WVHA--Agreements--Hispanic Health Initiatives--Taking Care of My Health--2023-24 Redlined.docx WVHA--Agreements--Community Legal Services of Mid-Florida"s Medical-Legal Partnership--2023-24

Redlined.docx

WVHA--Agreements--Kidcare Outreach--2023-24 Redlined.docx

WVHA--Agreements--Rising Against All Odds--Health Card Enrollment and Retention Services--2023-24

Redlined.docx

WVHA--Agreements--Neighborhood Ctr--Access to Healthcare Program--2023-24 Redlined.docx

WVHA--Agreements--VCHD Interlocal Agreement--2023-24 Redlined.docx

#### WVHA Board et al.,

#### I. Funding Agreements for 2023-24:

See attached Redlined versions of the 2023-24 Funding Agreements for all agencies. Ms. Tebo will prepare and distribute a hard copy version of the Final agreements so that each Board member can have available hard copies for this meeting and future reference.

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

Based on the approved 2023-24 Final Budget, Counsel has circulated the attached "Redlined" versions to each agency, obtained each agency's approval, and obtained signatures on a Final version that incorporates all those changes.

Unlike past years which have involved some new agencies or significant changes to existing agreements, the redlined drafts for this year simply reflect updated dates and the increased or decreased funding limits requested and approved by the CAC/Board. In a nutshell, the Funding Limit for The House Next Door Eligibility Determination Services will increase by \$57,104.00, The Neighborhood Center Outreach Access to Care will increase by \$25,000.00, Rising Against All Odds HIV/Aids/Outreach will increase by \$22,542.52, SMA Psychiatric/Homeless Services will increase by \$11,664.00 while The House Next Door Therapeutic Services will decrease by \$15,000.00.

In addition, based on some requests for clarification of the Paragraph 4.2, the

Reimbursement Rate provision of the HIV/Aids Outreach agreement, Counsel negotiated a substantive change with RAAO that clarifies how RAAO adheres to significant Department of Health paperwork requirements before and after administering each test and will now align her invoicing with one of three modified tasks now identified in the 2023-24 Funding Agreement.

Also noteworthy, the funding agreement for the SMA Residential Treatment program has been substantively modified to incorporate the Board's provisional approval of SMA's request to redirect its usual reimbursements for that agreement as well as the Baker Act Match through lump sum payments to AHCA.

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 2023-24 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 the Board approves of the attached changes and substance of all agreements, 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 2023-24 for signature by the Chair and Secretary in a "Final" form that incorporates the Redlined changes that were circulated to the Board in electronic format.

Best regards, ts

#### Ted W. Small, Esq.

Law Office of Theodore W. Small, P.A. PO Box 172 DeLand, FL 32721 386-740-0788 (ph) tsmall@westvolusiahospitalauthority.org

# COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC. (MEDICAL-LEGAL PARTNERSHIP) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, by and between the WEST VOLUSIA HOSPITAL AUTHORITY (the "Authority") and COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC. ("Grantee").

#### **INTRODUCTION:**

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

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

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

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

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

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

ě,

**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 <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. **Program.** As specified in the Funding Request submitted by Grantee dated April 4, 2023. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.
- 3. <u>Funding</u>. The Authority agrees to provide up to \$105,833.00 (One Hundred Five Thousand Eight Hundred Thirty-Three 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. <u>Reimbursements.</u> 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, 2023 through September 30, 2024 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 \$91.00/hour billable in 1/10 hour increments for legal services (that are reasonable and ordinarily billable in a private practice setting) rendered to a Program Participant to resolve legal issues preventing them from qualifying for Medicaid, Medicare, Veterans, Social Security Disability or private insurance as an alternative to the WVHA Health Card Program and to assist Program Participants to defend against any collection measures that are pursued against them by either Advent Health DeLand, Advent Health Fish, Halifax Medical Center of Deltona for Emergency Department services, or any of their successors or assigns. The parties agree that Grantee may be reimbursed for reasonable costs (including, but not limited to, reasonable costs to obtain medical records of previous medical encounters, tests and visits) associated with closing matters where Grantee provided services to clients who were qualified as Program Participants as defined in paragraph 6 of this agreement, at the beginning of Grantee's representation under this agreement. Grantee's provision of Program Participants with any of the other civil legal services as described in the Application for Funding, as supplemented, are excluded from reimbursement. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

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

- 5. <u>Program Participation</u>. 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.
- 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 15, 2023 ("Screening Requirements"). The Authority reserves the right to amend these Screening Requirements.
- 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. 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.

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- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the

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

- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> All notices, requests, consents and other communications hereunder shall be in writing and shall be made by hand delivery, first class registered or certified mail, postage paid, address:

#### If to Grantee:

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

If to the Authority:

West Volusia Hospital Authority

Attn: Chair

Page 6 of 9

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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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.
- 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. <u>Attorneys' Fees.</u> 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

	D.,,
	By: Jennifer L. Coen, Its Chair
	West Volusia Hospital Authority
	P.O. Box 940
	DeLand, FL 32721-0940
	Date:
ATTEST	
By:	
Voloria L. Manning, Its Secretary	

COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.

By:

Jeffrey Harvey, Its Chief Executive Officer Community Legal Services of Mid-Florida, Inc. 122 E. Colonial Dr., Suite 200

Orlando, FL 32801

Date: 10/3/2023

**ATTEST** 

Kevin Ross-Andino, Its Board Chairperson

# W V H A -- HALIFAX HEALTHY COMMUNITIES 2023-2024 KIDCARE OUTREACH POSITION AGREEMENT

This WVHA -- HALIFAX HEALTHY COMMUNITIES 2023-2024 Kidcare Outreach Position Agreement ["Agreement"] is made and entered into as of the 1st day of October, 2023, 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, 2023 through the 30th day of September, 2024.

- 2. **Program.** As specified in Grantee's Application for Funding dated March 29, 2023. In the event of conflict between the terms of the Request for Funding and this Agreement, the terms of this Agreement shall govern.
- 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. <u>Reimbursements.</u> 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, 2023 through September 30, 2024 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. <u>Program Participation</u>. 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. <u>Utilization Reports.</u> 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. <u>Site Inspection/Compliance Report on Specific Requirements</u>

  <u>Applicable to this Agreement.</u> Healthy Communities shall provide to a member of the Authority or its appointed agent, or allow a member of The Authority or its appointed agent to review, the internal records of Healthy Communities pertaining to the Kidcare Outreach Position to insure that

Healthy Communities has complied with the requirements of this Agreement and in order to compile a Compliance Report on Healthy Communities regarding the terms of this Agreement. The Compliance Report shall include a statement of the total amount received by Healthy Communities from the Authority, and an opinion as to Healthy Communities compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Healthy Communities receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Healthy Communities. Healthy Communities shall also provide the Authority with a copy of the Program Administrator's Audit [the Florida Healthy Kids Corporation], within (30) days of the Audit's delivery to the Florida Healthy Kids Corporation.

- 8. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 8.1 Keep and maintain public records required by the Authority to perform the service.
  - 8.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 8.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

- 9. <u>Breach.</u> 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 13. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Assignability.</u> 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. <u>Insurance.</u> Grantee shall obtain and maintain reasonable levels of insurance or self-insurance and provide evidence of that coverage upon reasonable request of the Authority.

- 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. <u>Attorneys' Fees.</u> 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:
ATTEST	
By: Voloria L. Manning, Its Secretary	

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

By:

, Its: President/CEO

Date:

ATTEST:

Its:

# HISPANIC HEALTH INITIATIVES, INC. ("TAKING CARE OF MY HEALTH/CUIDANDO MI SALUD") 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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, 2023 through the 30th day of September, 2024.
- 2. **Program.** As specified in Grantee's Application for Funding dated April 6, 2023. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.
- 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. <u>Reimbursements.</u> 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, 2023 through September 30, 2024 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.
- 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 **AUTHORITY HEALTHCARD PROGRAM** VOLUSIA HOSPITAL **ELIGIBILITY** GUIDELINES AND PROCEDURES, Revised June 15, 2023 ("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.
- 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. <u>Site Inspection/Agreed Upon Procedures Report.</u> 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,

<u>stebo@westvolusiahospitalauthority.org</u>, 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.

- Breach. A failure by either party to do or cause to be done, or omit to do, 10. 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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.
- 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.

- 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. <u>Attorneys' Fees.</u> 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.

By:	
Jennifer L. Coen, Its Chair	

WEST VOLUSIA HOSPITAL AUTHORITY

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

-	ATTES	T		
	By:			

# HISPANIC HEALTH INITIATIVES, INC.

sy: 7000

Its: Executive Director

Date: 10/06/23

ATTEST

Its Board Secretary or Chair (Circle One)

# RISING AGAINST ALL ODDS, INC. (HIV/AIDS OUTREACH) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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, 2023 through the 30th day of September, 2024.
- 2. <u>Program.</u> As specified in Grantee's Application for Funding dated April 4, 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. <u>Funding</u>. The Authority agrees to provide up to \$167,682.00 (One Hundred Sixty-Seven Thousand Six Hundred Eighty-Two Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.
- 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, 2023 through September 30, 2024 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-toface encounter at the following rates: (i) a flat-fee of \$100 of Active Street Outreach services to individual Program Participants, to include at least one-half hour of individualized preventative education and counseling where an offer of testing is refused; (ii) a flat-fee of \$150 of Active Street Outreach services to individual Program Participants, to include at least one-half hour of individualized preventative education and counseling (with completion of required DH Form 1628 and HIPAA forms) before testing and another one-half hour of individualized health and behavioral education and coaching using evidence based curricula and strategies (with completion of required DH Form 1628c, 1818 and Consent forms) after testing; (iii) a fee of \$25 per half hour for up to 4 hours of Comprehensive Case Management services for a Program Participant. These services, as specifically described in the Application for Funding. include active outreach in communities such as Springhill and The Bottom to engage, inform and screen and make referrals of prospective clients: venue-based outreach for more in-depth assessment, testing and referral services; and comprehensive case management services to provide relevant information about health care options, contacting and collaborating with relevant health care providers and providing immediate referrals to appropriate health care providers. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).
- 4.3 The Authority shall only reimburse Grantee for Allowable Costs up to the Funding Limit. "Allowable Costs" shall include the Grantee's actual expenses for providing access to health care services to prospective clients and clients of the Program; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to the Program. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority no more than (30) days after the end of the Funding Period, which shall present the total Allowable Costs Grantee incurred for the Program; Program income

earned; contributions received applicable to the Program; third party reimbursement earned, whether or not received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

- 5. Program Participation. WVHA is the payer of last resort and assists residents with no medical benefits. Residents that have health coverage are ineligible for Program Participation. Certain programs, such as 'Aids Drugs Assistance Program' (ADAP) that are targeted to offer limited services towards one specific disease, will not disqualify a resident from Program Participation because such programs are not considered inclusive medical benefits. A Program Participant is considered eligible if they meet Program Participant qualifications as set forth in Paragraph 6. The Program is to operate in, and benefit the health of residents of, the Tax District with an emphasis on providing access to care to, and improving the health of, indigent residents. Grantee shall also provide information regarding other Authority programs and encourage potential Program Participants to apply for a WVHA Health Card or any other federal or state health care program for which they may be eligible.
- 6. Screening. In order to meet Program Participant qualification under this Agreement, Grantee shall screen Program Participants only to confirm their residency in the Tax District through collection and examination of the documents and information as the Authority may from time to time require, based on Article VII ("WVHA Residency") Article VIII ("WVHA Identification"), Section 12.06 Appendix F ("Homeless Verification Form") of the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 15, 2023 ("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 The Authority reserves the right to amend these Screening Requirements with an both. 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. <u>Utilization Reports.</u> 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 nondisclosure 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 deidentified 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. 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. <u>Public Records Law</u>. 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 <sup>386-456-1252</sup>, 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.
- 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.
- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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.

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.

- 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. <u>Entire Agreement.</u> 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

Jes We P. De	nnifer L. Coen, Its Chair est Volusia Hospital Authority O. Box 940 eLand, FL 32721-0940 ate:
ATTEST	
By:Voloria L. Manning, Its Secretary	
RISING A	GAINST ALL ODDS, INC.
Ву:	Brenda Flowers Its: Executive Director
ATTEST	Date: 101523
By: Thurtha H. Sanders - Char to 16123 Its Board Secretary	

#### RAAO

# RISING AGAINST ALL ODDS, INC. (Health Card Enrollment and Retention Services) 2023-2024 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:

- from the 1st day of October, 2023 through the 30th day of September, 2024.
- 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 6, 2023. 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 \$86,746.00.00 (Eighty-six Thousand Seven Hundred Forty-six Dollars) in Funding ["Maximum Annual Payment"], payable at the following rates: (i) an allinclusive 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 <u>Maintenance of Records</u>. 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 <u>Access to Records</u>. 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. <u>Prescreening.</u> 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 PROCEDÜRES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 15, 2023 ("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 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.
- 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. RAAO shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of RAAO, unannounced but in a reasonable manner and with best efforts to minimize disruption of RAAO's operations, to insure that RAAO has complied with the requirements of

this Agreement and to compile a Compliance Report on RAAO. The Compliance Report shall include a statement of the total amount received by RAAO from the Authority, and an opinion as to RAAO's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If RAAO receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to RAAO.

- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the

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

- 10. **Breach.** A failure by RAAO to do or cause to be done, or omit to do, any act required by this Agreement shall constitute a "Breach" of this Agreement. Further, a continuing Breach of any other Authority Agreement, including prior agreements, shall constitute a Breach of this Agreement. This Agreement may be terminated by the Authority in the event of any material breach by RAAO of any provision of this Agreement, which is not cured within thirty (30) days after written notice is given to RAAO by the Authority specifying the nature of the alleged material breach, including a description of the specific action required to cure such breach. This provision shall not be in limitation of, but in addition to, any other rights the Authority may have in law or equity. Unless otherwise specified herein, all remedies of a party for a breach of this Agreement are cumulative.
- 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. <u>Delays in Enforcement.</u> 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. <u>Non-discrimination.</u> RAAO shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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. <u>Indemnity.</u> 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.

- 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. <u>Entire Agreement.</u> 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

	WEST VOLUSIA HOSPITAL AUTHORITY
	By:
	Date:
ATTEST  By: Voloria L. Manning, Its Secretary	
	RISING AGAINST ALL ODDS, INC.
	By: Brenda Flowers Its: Executive Director
ATTEST	Date: 10 \ 5 \ 23
By: Marthe W. Saders "C	Char Secretary

## SMA 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. <u>Funding Period</u>. This Agreement shall provide funding for the period from the <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. **Program.** As specified in Grantee's Application for Funding dated March 31, 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 \$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. <u>Reimbursements.</u> The Authority shall reimburse Grantee for the Allowable Costs Grantee incurs for the Program. "Allowable Costs" shall be determined in accordance with the following provisions:
  - 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of the date services are provided ("Disbursements"). If Grantee's combined

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

- 4.2 Reimbursement Rate. Grantee shall be reimbursed a 25% match based on state rate of reimbursement for detox (\$84.85) and crisis stabilization (\$107.08) services provided through the Program (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost). In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).
- 4.3 The Authority shall only reimburse Grantee for Allowable Costs. "Allowable Costs" shall include the Grantee's actual expenses (currently the state's participation in service reimbursement is capped for crisis stabilization at \$428.32/day representing 75% of the cost and for detox at \$339.40/day representing 75% of the cost) for providing medical services to Program Participants; provided however, Allowable Costs shall be reduced by any Program income earned (e.g. co-pays); third party reimbursement earned, whether or not received; and any other sources of income or contributions received that is applicable to a Program Participant. In order to qualify as "Allowable Costs", no cost or rate of reimbursement, charged to the Authority may exceed that which Grantee knows or reasonably should know based on published rates that any other funding entity, public (e.g. Medicare, Medicaid programs in Florida or outside of Florida if Florida Medicaid does not cover the subject service) or private, pays for the same or substantially the same services.
- 4.4 A Final Report ["Report"] shall be made to the Authority, which shall present the total Allowable Costs Grantee incurred for the Program expressed as the reimbursement rate times the number of services provided and invoiced to the Authority; Program income earned associated with the Program Participants whose services have been partially subsidized by the Authority; contributions received applicable to the Program Participants whose services have been partially subsidized by

the Authority; third party reimbursement earned associated with the Program Participants whose services have been partially subsidized by the Authority, whether or not such third party reimbursement is actually received; and a statement detailing Program utilization. This Report and other material shall be the basis for determining the Final Reimbursement due to Grantee for the Program. "Final Reimbursement" shall be determined by the Authority by applying the Final Report data and other pertinent information to the Allowable Costs determination. Disbursements exceeding the Final Reimbursement as defined above shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination of Final Reimbursement. Repayment of the amount that Disbursements exceed Final Reimbursement shall bear interest at the statutory rate as provided in Section 55.03. Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

- Program Participation. WVHA is the payer of last resort and assists 5. 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. 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. <u>Screening.</u> In order to meet income qualification under this Agreement, Grantee shall screen Program Participants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Revised June 15, 2023 ("Screening Requirements") which Grantee will

implement through CBCC Operational Procedure: CSR 111 West Volusia Hospital Authority Income Verification and Health Card Application Process dated 3/27/2018 as revised on 10/10/2019. The Authority reserves the right to amend these Screening Requirements with an effective date fifteen (15) days after Grantee has been provided a copy of the amended Screening Requirements. The Authority reserves the right to require additional reasonable qualification procedures in the event that it finds Grantee's testing materially insufficient.

- Utilization Reports. Grantee shall provide Utilization Reports to the 7. 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. <u>Site Inspection/Agreed Upon Procedures Report.</u> Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.
- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940.. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:

- 9.1 Keep and maintain public records required by the Authority to perform the service.
- 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
- 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 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.
- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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. <u>Indemnity.</u> 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. <u>Attorneys' Fees.</u> 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:
ATTEST	
ATTEST	
By: Voloria L. Manning, Its Secretary	<u> </u>
	9

SMA HEALTHCARE, INC.

By:

Ivan A. Cosimi II

Its: Chief Executive Officer\_\_

Date: <u>10-3-23</u>

**ATTEST** 

Its: Secretary

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#### SMA (HOMELESS PROGRAM) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. <u>Funding Period</u>. This Agreement shall provide funding for the period from the <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. <u>Program.</u> As specified in Grantee's Application for Funding dated March 31, 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. <u>Funding</u>. The Authority agrees to provide up to \$90,000.00 (Ninety Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.
- 4. <u>Reimbursements.</u> 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; (v) a flat fee of \$10.00 for fifteen (15) minute behavioral health service brief; (vi) a flat fee of \$97.00 for master treatment plan; (vii) a flat fee of \$48.50 for treatment plan review, with invoices that separately break down time spent with each client by

psychiatric ARNP, Medical ARNP and the Supervising Physician. Grantee shall be reimbursed for prescription medications provided to clients of the Program at the grantee's acquisition cost plus a \$7.00 fill fee per prescription computed in a manner consistent with the Indigent Drug Program (IDP) reimbursement funded by the State of Florida Department of Children and Families; provided however, Grantee shall promptly apply and diligently pursue enrollment of each Program Participant in a pharmaceutical company's PAP program and Grantee shall not be entitled to reimbursement for prescription medications beyond the time reasonably necessary to enroll a Program Participant in a PAP program. The parties agree to review these rates in the event legislation or regulations are adopted which materially affect the Medicare Physician Fee Schedule. In no event shall the annual aggregate Reimbursement provided to Grantee by the Authority under this Agreement be required to exceed the annual Funding Limit (as defined above).

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

provided in Section 55.03, Florida Statutes, from the date Grantee receives the notice of Final Reimbursement. However said interest shall be waived if Grantee repays the funds to the Authority within the 120 day period.

- **Program Participation**. WVHA is the payer of last resort and assists 5. 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 15, 2023 ("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.
- 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.
- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records

required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.

- 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. <u>Delays in Enforcement.</u> 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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. <u>Indemnity.</u> 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. <u>Entire Agreement.</u> 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
ATTEST	Date: <u>/0-3-23</u>
By: Jobaral B all Debarah B Allen Its Secretary	

#### SMA (Level II Residential Treatment Services) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. <u>Funding Period</u>. This Agreement shall provide funding for the period from the 1st day of October, 2023 through the 30th day of September, 2024.

- 2. <u>Program.</u> As specified in Grantee's Application for Funding dated March 31, 2023. In the event of conflict between the terms of the Application for Funding and this Agreement, the terms of this Agreement shall govern.
- Funding. The Authority agrees to provide up to \$550,000.00 (Five Hundred 3. Fifty Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program. Grantee agrees that a portion of the Funding Limit may be made by the Authority directly to the State of Florida, rather than directly to Grantee (the "Direct Florida Payment") pursuant to the terms of a Low Income Pool Letter of Agreement between the Authority and the Agency for Health Care Administration ("AHCA"). The amount of the Direct Florida Payment shall not exceed \$550,000.00, and it shall be paid for the purpose of increasing the provision of Medicaid funded health services to the constituents of the Authority and the State of Florida. As required by AHCA, funding provided to the Grantee pursuant to the Intergovernmental Transfer (IGT) shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid Program (including LIP and DSH) and used secondarily for other purposes. If the sum of the invoices that Grantee submit to the Authority under Section 4 of the Agreement for reimbursable services during Funding Period is less than the sum of (i) the Direct Florida Payment and (ii) the amount of the Funding Disbursements actually remitted to Grantee (such sum of (i) and (ii) is the "Actual Payment Sum"), then Grantee will within forty-five (45) days of receiving notice of such shortfall from the Authority, repay to the Authority the difference between the Actual Payment Sum and the amount of such invoices.
- 4. <u>Reimbursements.</u> 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, 2023 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code, and the number of medical sessions and the duration of each service received by each de-identified client.
  - 4.2 Reimbursement Rate. Grantee shall be reimbursed for medical and psychiatric services provided to clients of the Program by licensed health

care professionals (or supervised by licensed health care professionals) at the following rates: (i) a flat fee of \$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.

- Program Participation. WVHA is the payer of last resort and assists 5. 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** PROCEDURES, Effective June 15, 2023 ("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. <u>Utilization Reports.</u> 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, <a href="mailto:stebo@westvolusiahospitalauthority.org">stebo@westvolusiahospitalauthority.org</a>, 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.

- 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. <u>Delays in Enforcement.</u> 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Assignability.</u> 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. <u>Indemnity.</u> 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.

- 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.

	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.

Ivan A. Cosimi II

Its: Chief Executive Officer

Date: 10-3-23

ATTEST

Dan Billen Its Secretar

## THE HEALTHY START COALITION OF FLAGLER AND VOLUSIA COUNTIES, INC. (PRENATAL, POST-PARTUM AND INFANT ACCESS TO HEALTH CARE SERVICES) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. **<u>Funding Period.</u>** This Agreement shall provide funding for the period from the <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. **Program.** As specified in the Application for Funding submitted by Grantee dated April 5, 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. <u>Funding</u>. 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, 2023 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code, and the number of 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 15, 2023. 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.
- <u>Utilization Reports.</u> 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. <u>Site Inspection/Agreed Upon Procedures Report.</u> Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year

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

- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 10. <u>Breach.</u> 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. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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. <u>Indemnity.</u> 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. <u>Agreement not a Joint Venture.</u> 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. <u>Attorneys' Fees.</u> 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
ATTEST	Date:
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)—FAMILY SERVICES COORDINATOR 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. **<u>Funding Period.</u>** This Agreement shall provide funding for the period from the <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. **Program.** As specified in the Application for Funding submitted by Grantee dated April 5, 2023. 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, 2023 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence

and zip code, and the number of 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 15, 2023. 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. <u>Utilization Reports.</u> 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.
- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

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

- 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.

14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 20. <u>Assignability.</u> 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. <u>Indemnity.</u> 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.

- 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. <u>Attorneys' Fees.</u> 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 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 HOUSE NEXT DOOR 2023-2024 (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, 2023, 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, 2023 through the 30th day of September, 2024.
- 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 \$45,000.00 (Forty-five Thousand Dollars] in Funding ["Funding Limit"] to reimburse Grantee for Allowable Costs as defined in paragraph 4 below. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.
- 4. <u>Reimbursements.</u> 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, 2023 through September 30, 2024 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 the rapeutic 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 Grantæ 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** PROCEDURES, Revised June 15, 2023 ("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.
- 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. <u>Site Inspection/Agreed Upon Procedures Report</u>. Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to insure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year that includes the Term of this Agreement, then it shall provide the Authority a copy of the audit within thirty (30) days of the audit's delivery to Grantee.

- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, Deland, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> 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. <u>Headings.</u> 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. <u>Assignability.</u> 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. <u>Agreement not a Joint Venture.</u> 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:	_1 1
Voloria L. Manning, Its Secretary	To the company

THE HOUSE NEXT DOOR

Jennifer Nadelkov, Its CEO

Date: 9.28.23

**ATTEST** 

, Its Secretary

# THE HOUSE NEXT DOOR 2023-2024 (Eligibility Determination for WVHA Health Card) SERVICES AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. <u>Term.</u> This Agreement shall remain in effect for a period of one year from the 1st day of October, 2023 through the 30th day of September, 2024.
- 2. Services. The Authority hereby engages HND to provide services as specified in HND's "Response to Proposal for WVHA Eligibility Determination and Enrollment for the Health Card" submitted on April 6, 2023; 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 \$521,989.00 (Five Hundred Twenty-One Thousand Nine Hundred Eighty-Nine 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.

- Confidentiality. In the course of performing its duties under this 4.2 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 <u>Maintenance of Records</u>. HND shall maintain all Eligibility and Certification Records in separate files at HND's Deltona office location. HND shall maintain these original public records at least until the records have been electronically scanned and processing has been completed by TPA. After scanning and processing of an application has been completed, HND shall be responsible for orderly destruction of these public records, including the maintenance of a destruction of public records log which records the date and approximate amount in cubic feet (a standard size storage box equals approximately 1.5 cubic feet).
- 4.4 Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 4.4(a) Keep and maintain public records required by the Authority to perform the service.
  - 4.4(b) Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the

cost provided under Florida's Public Records Law or as otherwise provided by law.

- 4.4(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
- 4.4(d) Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 4.5 Access to Records. All Eligibility and Certification Records maintained by HND are subject to public requests pursuant to Chapter 119, Florida Statutes. The Public Records Law sets forth a number of specific exemptions from public disclosure, as well as a general exemption under Section 119.07(3) for all records which another state or federal statute deems confidential or prohibited from public disclosure. HND shall notify and seek direction from the Attorney for Authority (Law Office of Theodore W. Small, P.A.) before responding to any public records request.
- 5. Eligibility and Certification. The WVHA Health Card Program is to operate in, and benefit the health of residents of, the Tax District, with an emphasis on providing care to, access to health care to, and improving the health of, indigent residents. HND shall prescreen Health Card applicants for residency, income and assets eligibility through collection and examination of the documents and information as the Authority may from time to time require, based on the application checklist and the WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, WEST VOLUSIA HOSPITAL AUTHORITY HEALTHCARD PROGRAM ELIGIBILITY GUIDELINES AND PROCEDURES, Effective June 15, 2023 ("Eligibility Guidelines"). HND shall also provide information to applicants regarding other health care access and health care programs funded by the Authority.
- 6. <u>Training.</u> 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.

- 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. <u>Site Inspection/Agreed Upon Procedures Report.</u> 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 noncompliance 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. <u>Breach.</u> 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. <u>Non-discrimination</u>. HND shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 13. <u>Notices.</u> 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. <u>Counterparts.</u> 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.
- applicable state, federal, and local laws and are intended to be consistent with the intents and purposes of the Authority's Enabling Legislation.
- 17. <u>Headings.</u> 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. <u>Assignability.</u> 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. <u>Indemnity.</u> 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. <u>Attorneys' Fees.</u> 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

ATTEST	By:
By: Voloria L. Manning, Its Secretary	

THE HOUSE NEXT DOOR

Jennifer Nadelkov, Its CEO

Date: 9.28.23

ATTEST

, Its Secretary

# THE NEIGHBORHOOD CENTER OF WEST VOLUSIA (ACCESS TO CARE PROGRAM) 2023-2024 FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into as of the 1st day of October, 2023, 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. <u>Funding Period</u>. This Agreement shall provide funding for the period from the <u>1st</u> day of <u>October</u>, 2023 through the <u>30th</u> day of September, 2024.
- 2. **Program.** As specified in Grantee's Application for Funding dated April 6, 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. <u>Funding</u>. The Authority agrees to provide up to \$125,000.00 (One Hundred Twenty-Five Thousand Dollars) in Funding, ("Funding Limit") to reimburse Allowable Costs of the Program as defined in paragraph 4. Grantee acknowledges that the Authority has not approved additional funding, and there is no obligation of any kind on the part of the Authority to provide additional funding, for the Program, however Grantee may apply for additional funding consistent with Authority practices. Grantee agrees to continue to seek additional third party funding for all of its programs, including this Program.
- 4. Reimbursements. The Authority shall reimburse Grantee for the Allowable Costs Grantee incurs for the Program. "Allowable Costs" shall be determined in accordance with the following provisions:
  - 4.1 Funding Disbursements will be made in monthly installments up to the Funding Limit, subject to and based upon the presentation of invoices and supporting information acceptable to the Authority within 60 days of dates services are provided ("Disbursements"). If Grantee's combined invoices for any quarter exceed one-fourth the Funding Limit, the Grantee shall (before the next regularly scheduled Board meeting materials deadline) submit to the Board a letter to explain the uneven spend-down of Funding and to notify the Board whether it anticipates making a request to the Authority for additional funding for the October 1, 2023 through September 30, 2024 Funding Period. Supporting information includes, but not limited to, a de-identified listing of clients, their city of residence and zip code.
  - 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. <u>Program Participation</u>. 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 15, 2023. 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 Grantee shall provide the Authority with reports made by it to other provided as insufficient. 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. <u>Site Inspection/Agreed Upon Procedures Report.</u> Grantee shall allow a member of the Authority or a representative of the Authority to review the internal records and operations of Grantee, unannounced but in a reasonable manner and with best efforts to minimize disruption of Grantee's operations, to ensure that Grantee has complied with the requirements of this Agreement and to compile a Compliance Report on Grantee. The Compliance Report shall include a statement of the total amount received by Grantee from the Authority, and an opinion as to Grantee's compliance with the requirements of this Agreement, and shall report any and all instances of non-compliance discovered. If Grantee receives an independent audit for a fiscal year

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

- 9. Public Records Law. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-456-1252, stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 9.1 Keep and maintain public records required by the Authority to perform the service.
  - 9.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.
  - 9.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 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. <u>Non-discrimination.</u> Grantee shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability or marital status.
- 14. <u>Notices.</u> 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. <u>Counterparts.</u> This Agreement may be signed in counterparts, each of which shall be deemed an original.

Page 6 of 9

- 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. <u>Conformity with Law.</u> 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. <u>Headings.</u> 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. <u>Indemnity.</u> 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.

- 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.

Savannah Jane-Griffin

Date: 9/14/23

Its: Executive Director/Chief Executive

Officer

By: Will Hollis , Its Board President

#### DENTAL CARE SERVICES AGREEMENT -- WVHA-VCHD 2023-2024

This is an Interlocal Agreement -- WVHA-VCHD 2023-2024 (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

- 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. <u>Effective Date.</u> This Agreement shall be effective as of October 1, 2023.
- 3. <u>Funding Period.</u> This Agreement shall provide funding for the Program operations during the remainder of the Authority's fiscal year ending the <u>30th</u> day of September, 2024.

- 4. <u>Funding.</u> 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. <u>Program.</u> The Program are those parts of Grantee's Application for Funding dated 3/23/2023 which describe its administration of a program to provide general dental care to medically indigent residents of the District. For each "visit" as defined in Paragraph 6(b), Grantee shall be reimbursed for a bundle of services (from those listed in the Application) that Grantee's health care professionals deem necessary to provide general dental care. In the event of conflict between the terms of Grantee's Application for Funding and this Agreement, terms of this Agreement shall govern.
- 6. <u>Disbursements.</u> 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, 2023 through September 30, 2024 Funding Period. Undisputed invoices submitted by Grantee shall be paid by the Authority within sixty (60) days of presentment. In no event shall the annual aggregate Funding Disbursements provided to Grantee by the Authority under this Agreement be required to exceed the Funding Limit (as defined above).

- b. Reimbursement Rate. Grantee shall be reimbursed a fee-per-visit basis of \$163.27 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 \$163.27 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. Disbursements exceeding Allowable Costs shall be repaid to the Authority, by Grantee, within 120 days of the Grantee's receipt of the Authority's written determination that Funding Disbursements exceeded Allowable Costs. Grantee may repay the amount that Funding Disbursements exceeded Allowable Costs by providing healthcare services to Eligible Participants, calculated at 163.27 for each visit (as defined in Paragraph 6(b)). Repayment of the amount that Funding Disbursements exceeded Allowable Costs shall bear interest at the statutory rate as provided in Section 55.03, Florida Statutes, from the date Grantee receives the written determination of the excess Disbursement amount. However said interest shall be waived if Grantee repays the funds to the Authority within 90 days from issuance of the Authority's written determination that Disbursements exceeded Allowable Costs.
- 7. <u>Program Participants.</u> "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. <u>Screening.</u> 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 15, 2023 ("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. <u>Utilization Reports and Review.</u> 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. <u>Liability.</u> 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, **OF** CONTACT THE CUSTODIAN **PUBLIC** RECORDS AT 386-456-1252. stebo@westvolusiahospitalauthority.org, and P.O. Box 940, DeLand, FL 32721-0940. The Grantee shall comply with Florida's Public Records Law (Fla. Stat. § 119.01 et. seq.), specifically to:
  - 11.1 Keep and maintain public records required by the Authority to perform the service.
  - 11.2 Upon request from the Authority's Custodian of Public Records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
  - 11.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the Authority.

- 11.4 Upon completion of the contract, transfer, at no cost, to the Authority all public records in possession of the Grantee or keep and maintain public records required by the Authority to perform the service. If Grantee transfers all public records to the Authority upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Custodian of Public Records, in a format that is compatible with the information technology systems of the Authority.
- 12. <u>Termination.</u> 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. <u>Delays in Enforcement.</u> 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. <u>Conformity with Law.</u> 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. <u>Headings</u>. 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. <u>Governing Law.</u> The Agreement shall be governed by the laws of the State of Florida. Venue shall be in western Volusia County.
- 22. <u>Assignability.</u> 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. <u>Entire Agreement.</u> 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. <u>Amendment</u>. 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:	
ATTEST.	
By: Voloria L. Manning, Its S	

STATE OF FLORIDA, DEPARTMENT OF HEALTH VOLUSIA COUNTY HEALTH DEPARTMENT

Date: 9/28/23

#### **Application Process Suggestions**

- 1. Hold a mandatory applicant meeting on 2/6/24 after the application is released 1/23/24 to ensure applicants are aware of requirements, stressing that there is a hard deadline for submittal of ALL documents with the application on 3/7/24. Affirm that incomplete applications will not be accepted or scored.
- 2. Include a checklist to ensure a complete packet is submitted.
- 3. Use the rubric for scoring which includes how much weight goes to different components of the application and explain it at the mandatory applicant meeting on 2/6/24.
- 4. Require one set of financials per agency to save paper/cost/time.
- 5. Reduce/specify required support documents. For returning agencies, have the applicant sign an attestation that they have the required documents that are applicable to their services (copies of legally required licenses, tax exempt documentation, fire & health inspection certificates, and certificates of insurance). Attestation already exists on page 9, but it could be edited under #4.
- 6. Transition to a paperless application.
- 7. Include question requiring agencies to specify that they would be utilizing WVHA funding to address needs itemized in the latest community health needs assessment. (A question regarding CHNA is on pg. 5 currently but make it more explicit as everyone did not answer this year.)
- 8. Include a question on their most recent site visit results for returning agencies. If they were not in compliance, specify what was done to rectify issues.
- 9. For returning agencies, require documentation on final outcome measurements for previous year funded.
- 10. Use bullet points on the application rather than a lengthy narrative. (Page 8)
- 11. Require balance sheet and profit and loss statement for previous year and PDF of 990.
- 12. Specify percentage of funding request allocated to salaries, rather than a list of employee names will all associated costs for those working in the program. Agencies should not include everyone working at the agency in other programs.
- 13. Budget: have separate columns for cash and in-kind income and expense. (Page 6)

- 14. Agency budgets should be tied to deliverables specific to WVHA funding. Identify in the budget what the funds from WVHA would be supporting. Agencies should not include their overall budget for other programs.
- **15.** Include a grid for number predicted and number actually served in previous year, current year-to-date and application year, such as below. **This can be added on page 4 under letter C.**

Grant Year	WVHA number proposed served	Actual WVHA numbers served
Previous Grant Application year		
Current Grant year Oct. thru YTD		
2024 – 2025		

16. Require outcomes instead of outputs. Outcomes for the project funded by WVHA should not be the same as the oversight agency requires. They must be specific to the WVHA funding.

#### **Internal CAC Operating Suggestions**

- 17. At the mandatory meeting, we should stress that agencies ask themselves if their goals align with the purpose of the WVHA before applying.
- 18. Site visit results (Supply each agency with blank site visit form so they are informed on what the CPA will be looking for in the site visit.)
- 19. Structure CAC meetings with time limits amongst organizations to ensure fairness.
- 20. Timed event 10 minutes for a presentation, 10 minutes for questions, and no generalized statements from CAC members about the organization or their work.
- 21. Since all CAC members do not have the opportunity to do site visits, those who do could provide feedback.
- 22. All agency deficiencies experienced in recent years should be shared with other CAC members to assist in decision making.
- 23. Develop a marketing strategy to reach the population we serve.

1. Demonstration of need for funding as it pertains to the current Volusia County Community Health Needs Assessmen
2. Description of project including intended goals and outcomes
3. Description of the work
4. Budget aligned to goals/outcomes
5. Identification of target population
5. Monitoring method to assess agency goals
7. Detail, completeness, and clarity of the budget
3. Alignment of goals within grant application to the mission and goals of the WVHA
ORGANIZATION / AGENCY
CAC MEMBER NAME
TOTAL SCORE

The following rubric will be used to score each of the eight areas:

	1 Point - Needs Improvement	2 Points - Average	3 Points - Very Good	4 Points - Exceptional	Score
Section 1: Demonstration of Need as it Pertains to Current CHNA	Description of need is hard to understand, verbose, or uses jargon.  • It is not clear what the specific need is, and no data or information is included to support justifying need.	Description depicting the need is somewhat clear and minimally explains why funding is needed.  •There is some data or information to support need.	Description depicts the need for the project well and language clearly describes current status.  • Data or additional information supports narrative and shows clear need.	Description is very clear, concise, and easy to understand. •Information and data are attached, and clearly supports need. Additional data or information complete a big picture explanation for need.	
Section 2: Description of Project Including Intended Goals and Outcomes	The description of the project is vague or unclear.  • The goals of the grant are not addressed or clearly stated.  • The goals do not align with the need stated. No outcomes are described.	The description of the project is somewhat clear and includes details.  The goals of the grant are addressed but not clearly stated.  Goals and desired outcomes are minimally described and are somewhat aligned with the need described.	The description of the project is very clear with detailed descriptions of the work to be completed.  • The goals of the grant are clearly stated.  • Outcomes of moderate impact and value are described.  • There lacks some specificity in what is measurable in outcomes.	The description of the project is exceptionally clear and provides detailed information  The goals of the grant are clearly stated.  Significant outcomes are described.  The specific outcomes of each goal are stated clearly and are directly aligned to the described need.  All goals and outcomes are measurable both qualitatively and quantitatively.	
Section 3: Description of the Work	The description of the overall work is hard to understand.  • Alignment between goals, outcomes, and the description of work is vague.	Description of the work to be completed is addressed but vague at times.  • There is alignment between goals and the description of work.  A more clear and concise description of overall work to be completed is needed.	The description of the overall work to be completed is clearly stated.  • Work or project described is sound and overall is aligned to grant's goals.  • Describes a feasible timeframe for achieving goals.	The description of work is clear and concise.  • The work is strongly aligned to the grant's goals.  • Describes a feasible timeframe for achieving goals.	

Section 4: Alignment of Budget to Description of Work and Goals/Outcomes	Little to no alignment between the proposed budget to support achievement of goals and outcomes found in the description of work.	Somewhat of an alignment between the proposed budget to support achievement of goals and outcomes found in the description of work.	A significant alignment between the proposed budget to support achievement of goals and outcomes found in the description of work.	A clear and strong alignment between the proposed budget to support achievement of goals and outcomes found in the description of work.
Section 5: Identification of Target Population  Section 6: Monitoring Method to Assess Agency Goals	Target population is marginally identified, and agency has no previous experience serving this population.  Very limited or no monitoring to ensure a clear focus on goals.  • Limited or weak plan for evaluating impact of the work in achieving annual grant goals.  • No data collection plan in place to measure impact of grants actions.	Target population is somewhat identified, and agency has little previous experience serving this population.  Somewhat of a monitoring plan to ensure a clear focus on goals.  • Somewhat of a plan created for evaluating impact of the work in achieving annual grant goals.  • Some data collection	Target population is somewhat identified, and agency has demonstrated some experience serving this population.  A significant monitoring plan created to ensure a clear focus on goals.  • Clear and strong plan created and executed for evaluating impact of the work in achieving annual goals.  • Significant and strong data collection processes are in place to measure impact of grant's actions.	Target population is clearly identified, and agency has demonstrated experience in serving this population.  Exceptionally designed monitoring plan to ensure a clear focus on goals.  • Comprehensive systemic plan created and executed for evaluating impact of the work in achieving annual grant goals.  • Exceptional data collection processes are in place to measure impact of grant's actions.
Section 7: Detail, Completeness and Clarity of the Budget Section 8:	The program budget is incomplete and is unclear how it supports the work outlined.  Lack of alignment between	Somewhat vague budget information. Appears to somewhat support the work outlined.  Somewhat of an	Adequate budget information. Appears to support the work outlined.  Significant evidence of an	A comprehensive and clear Budget is detailed, complete and clearly supports the work outlined. Revenue/expense seems reasonable. Clear and strong alignment
Alignment Between WVHA's Mission and Grant Goals	the WVHA's mission and the goals of the work described in the grant application.	alignment between the WVHA's mission and the goals of the work described in the grant application.	alignment between the WVHA's mission and the goals of the work described in the grant application.	between the WVHA's mission and the goals of the work described in the grant application.

#### Things to consider:

Past issues with compliance in the application process or with the organization as a whole

What progress has been made since the last application period?

Finance evaluation (Red flags from a finance perspective.)

Healthcare evaluation (Red flags from a healthcare/mental health perspective.)

Community evaluation (Red flags from a community perspective.)

Site visit evaluation

## WEST VOLUSIA HOSPITAL AUTHORITY C/O STACY TEBO – WVHA miCare Clinic 844 W. PLYMOUTH AVE. DELAND, FLORIDA 32720 TEL: (386) 456-1252

## **NON-PRIMARY CARE APPLICATION**

(Reviewed Initially by Citizen Advisory Committee)

# APPLICATIONS ARE DUE BY 12:00 P.M., NOON, THURSDAY, MARCH 7, 2024

Thank you for your recent request for the West Volusia Hospital Authority (WVHA) Funding Application Packet. Please pay close attention to the enclosed information designed to assist your efforts. We look forward to reviewing your proposal.

#### **ELIGIBLE APPLICANTS**

Applications will be accepted from other governmental entities or Florida corporations (for-profit or non-profit) with the capacity, competence, and experience to accomplish proposed program goals and objectives. A different application and process is applicable to primary care providers.

#### **ELIGIBLE SERVICES**

Services must be provided within the boundaries of the West Volusia Hospital Authority. Only those programs which provide medical, health care related or access to health care services to indigent residents of West Volusia County (as set forth in Chapter 57-2085, Laws of Florida, as amended, and pursuant to section 200.065, Florida Statutes) will be considered for funding. All program requests must include measurable goals or outcomes and cost effectiveness/efficiency data.

#### **CONTENT OF APPLICATIONS**

Applications for funding must be submitted in the attached format and must address, at a minimum, the specific information requested in each section. Submissions are limited to no more than 14 pages (not counting required documents) and no smaller than 11 pt. font. All questions must be answered. Incomplete applications will not be accepted or scored.

#### **APPLICATION SUBMISSION DEADLINE**

One original and seventeen copies of the completed application and attachments must be submitted by **NOON**, **March 7**, **2024**, a strictly enforced deadline, at the following address:

West Volusia Hospital Authority c/o Stacy Tebo – WVHA miCare Clinic 844 W. Plymouth Avenue DeLand, Florida 32720

Applicants are encouraged to submit well in advance of this deadline to avoid any traffic, technical, weather or other unforeseen difficulties that result in missing that strict deadline.

Revised 2-7-2023 Page 1 of 11	NAME:

#### **APPLICATION REVIEW**

The Citizens Advisory Committee (CAC) of the West Volusia Hospital Authority reviews all applications. Applications will subsequently be placed on the Agenda of the West Volusia Hospital Authority Board of Commissioners (Board) for final determination for funding. The CAC will recommend and the Board will determine finally whether a proposed program is fully funded, funded in part or not funded at all. Generally funding commitments will conform to the October 1<sup>st</sup> – September 30<sup>th</sup> fiscal year and require applicants to execute a written funding agreement in a form acceptable to West Volusia Hospital Authority. Applicants that have not previously received funding are encouraged to request a sample of the required written funding agreement to ensure that funding requests comply with the required fee-for-service model and that program participants can be screened individually for qualifications pursuant to the West Volusia Hospital Authority (WVHA) HealthCard Program Eligibility Guidelines and Procedures.

#### REPORTING REQUIREMENTS/INVOICES

Reporting requirements will vary according to program/service and will be determined at the time of approval for funding. Invoices submitted to the Authority for services must include, at a minimum, invoice amount, time period covered, services rendered, a de-identified reference number for the individual client served, the aggregate number of individuals served and the cost per unit of service. No cost or rate of reimbursement charged to the Authority may exceed that charged to any other insurance payer, funding entity, public or private, for the same or substantially the same services. A final report must be submitted to the Authority within 30 days of the end of the fiscal year and shall include services rendered, number served, outcomes and final budget information.

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FIVES DIR	ECTOR/PRESIDE	NT:		
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CT PERSO	N:	TITLE:		
SS:				
IONE:		FAX: _		
<b>:</b>				<del></del>
		ernment Not for Pr	rofit For Profit C	Other
ROGRAM CO				
FUNDS REQ	QUESTED: \$	\$		
GE COST/UN	NIT OF SERVICE WIT	H COMPARATIVE RE	IMBURSEMENT:	
Agency cost per unit of service	WVHA Reimbursement rate per unit of service	Medicaid Reimbursement rate per unit of service	Medicare Reimbursement rate per unit of service	Private Insurance Reimbursemen rate per unit of service
or the reimlesement rate response is sed by Meditive rate infeed by another	bursement rate stru structure proposed s N/A, please explain caid, Medicare or p formation from another state or private i	this year, please expand this year, please expand in detail why it is private insurance in ther state where it is insurance, please ex	the funds requested plain below:  not applicable. If so Florida, please pros covered. If service plain why you belie	ervice is not vide e is not eve it should
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SECTION	I – PROPOSAL (See Appendix A)
A. Identify	why funds are being requested and how funds will be used:
	e your target population (the specific segment of the serviceable population you will b .e. children, seniors, pregnant, etc) in West Volusia:
1.	Identify any obstacles you anticipate in individually qualifying your target population pursuant to the West Volusia Hospital Authority (WVHA) HealthCard Program Eligibility Guidelines and Procedures and if any, describe how you will overcome them to comply with those Eligibility Guidelines and Procedures:
	e the total number of people that will be served for the proposed budget year:
O. What n	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service outcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.
D. What noddress? Opequires.	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service outcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.  They must be specific to WVHA funding.  They must be specific to WVHA funding.
D. What noddress? Opequires.	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service outcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.
D. What modern of the describe	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service butcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.  They must be specific to WVHA funding.  The outcome measures your agency uses to assess if the goals are met.  If industry standards are used, identify source:
D. What modern of the describe	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service butcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.  e the outcome measures your agency uses to assess if the goals are met  If industry standards are used, identify source:  a.) What was your agency's rating against this standard(s):
D. What maddress? Opequires. The scribe of t	neasurable (i.e. outcomes that can be evaluated) outcomes/goals will this service butcomes for the WVHA funded project should not be the same as the oversight agency. They must be specific to WVHA funding.  e the outcome measures your agency uses to assess if the goals are met  If industry standards are used, identify source:  a.) What was your agency's rating against this standard(s):

outcome:

- 4. If you are a returning agency, please attach documentation on final outcome measurements for previous year funded.
- F. Identify which of the health issues cited in the current Volusia County Community Health Needs Assessment report does this program address.
- G. If you are a returning agency, were you in compliance with your most recent site visit? If not, specify what was done to rectify the issue(s).

\_\_\_\_\_\_

#### **SECTION II - AGENCY ORGANIZATION**

- A. Administrative and/or Financial Personnel provide organizational chart and qualifications related to their role in providing oversight and fiduciary responsibilities
- B. Medical and/or Professional Personnel list the education, experience, qualifications and describe the roles of personnel involved in providing the direct service to be funded by WVHA.

Remainder of this page intentionally blank

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#### **SECTION III – FUNDING**

### **Proposed Program Budget**

Complete this section only for the program for which funds are being requested. Do not include your overall budget for other programs. Agency budgets should be tied to deliverables specific to WVHA funding. Prior to finalization of the funding agreement, the West Volusia Hospital Authority may request a copy of the Agency Operating Budget.

Hospital Authority may request a copy of the		% Of Program Revenue**
Program Revenue (Program associated with WVHA funding request only)	Amount	
Federal		
State		
County		
Other Local Funding (list)		
In-Kind Contributions		
3 <sup>rd</sup> Party Reimbursements		
Fees		
Medicaid/Medicare		
Other (list anything over 10% of Program		
Revenue)		
Amount Requested from the WVHA		
TOTAL REVENUE *		

Request brief narrative Program Expenses (Program associated with WVHA funding request only)	Amount	% Of Program Expenses **
Salaries and benefits		
Contracted services		
Administrative and other services		
Medical		
Pharmacy		
Other (list anything over 10% of Program		
Expense)		
TOTAL EXPENSE *		

<sup>\*</sup> TOTAL REVENUE MUST EQUAL TOTAL EXPENSES - \*\* % COLUMN MUST TOTAL 100%

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A.	Describe any upcoming opportunities for receiving matching and/or other funding whether through <u>federal and state</u> governmental funds other than WVHA funding that may become available to support or reduce WVHA financial support of this program in the future.
В.	What attempts have you made to locate other funding sources or partners to meet
	this program's needs?
C.	If the funding that the agency is requesting from the WVHA is dependent in any way upon another agency's support or activities, show substantiation and identity of that relationship.
D.	Describe how your agency can save the WVHA taxpayers money:

#### **BUDGET NARRATIVE**

Attach, in narrative form, an explanation and justification of all line items listed for this program of service using the following guidelines. All items should be addressed. Indicate N/A where appropriate and explain why not applicable.

#### **Personnel:**

List each person who will be employed with position title, description and salary, payroll taxes and cost of benefits for each position.

#### **Contracted Services:**

Justify services provided under subcontracts and explain why agency staff cannot perform them.

#### **Administrative and Other Services:**

List other categories of expenses incurred in operating Proposed Program. Justify any exceptional amounts.

#### Medical:

Describe how these services are provided and how cost is determined.

#### Pharmacy:

Describe how these services are provided and how cost is determined.

#### Other:

Include any expected costs not listed above. Provide clear justification for each item.

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AGENCY ATTESTATION FORM		
AGEN	CY:	
SERVI	CE NAME:	
REQU	OMPLY WITH WEST VOLUSIA HOSPITAL AUTHORITY APPLICATION JIREMENTS FOR FUNDING OF MEDICAL SERVICES FOR FISCAL YEAR 2025, THE ABOVE REFERENCED AGENCY OR CORPORATION ATTESTS :	
1.	<u>INCORPORATION</u> . Applicant is a governmental agency or a corporation registered with the Office of Secretary of State for the State of Florida.	
2.	<u>NEGOTIATION</u> . Applicant is aware that a mutually agreed written funding agreement is necessary before any approved funding can be disbursed and the applicant recognizes that the West Volusia Hospital Authority reserves the right to disapprove funding if it deems any proposed modification of its standard funding agreement as unacceptable. The applicant may request a sample of this standard funding agreement by contacting the WVHA Attorney.	
3.	<b>SERVICE AVAILABILITY</b> . Services will be made available on a nondiscriminatory basis regardless of race, religion, color, sex, national origin, age, handicap or marital status.	
4.	<b>DOCUMENTS</b> . Applicant will submit the following documents by NOON onMarch 7,	

- 2024 with all other parts of the completed application:
  - Basic Financial Statements, Audit Reports and Management Letter from an a) independent audit for the previous fiscal year (if an audit was performed) or most current organizational financial statement if no audit was performed (balance sheet and profit & loss statement for previous year and PDF of 990). Provide one set of financials per agency if you have multiple program applications.
  - b) A copy of all licenses that are legally required for Applicant to perform proposed services.
  - If tax exempt, a Tax Exempt Determination Letter from the Internal Revenue c) Service or signed letter from CPA verifying exempt filing status
  - Fire and Health Inspection Certificates for service site(s) (if applicable) d)
  - Certificates of insurance e)

6.

- 5. **BACKGROUND CHECK.** All employees of the agency working directly with children or vulnerable adults must have a background screening completed through the abuse registry prior to working directly with children or vulnerable adults.
- FISCAL CONDITIONS. Circle the appropriate response to each of the following questions: a) Yes No Has your agency ever had a contract canceled for cause? b) Yes No Does your organization owe any repayment of funds to any funding sources?

c)	Yes	No	Has your organization declared bankruptcy or had any
			assets attached by any court within the last 3 years?

If the answer to any of the questions stated above is "yes", please attach a written explanation.

FAILURE TO CERTIFY AND COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN PROGRAM FUNDS BEING DENIED AND, IF ALLOCATED, BEING WITHDRAWN, REALLOCATED, OR DELAYED.

(Chief Agency Officer)	(Date)	
(Type Name/Title)	(Date)	
(Authorized Agency Countersignature)	(Date)	
(Type Name/Title)	(Date)	

# **APPENDIX A Guide to Assist Applicants**

#### Identify Why Funds are Being Requested: Examples

- 1. To provide health or mental health care services or access to such services to residents of West Volusia who are experiencing poverty as defined by WVHA.
- 2. To add capacity. I will now be able to serve X amount of people as opposed to Y.
- 3. Program start up. Based on population of X people who are eligible for this service, we propose to provide this particular service and our proposed population will be Y number of people

# What Outcome(s)/Goals will this Service Address: Must be quantifiable statements (examples)

- 1. This service will improve health care or access to health care to this target population in the following quantifiable ways.
- 2. X amount of people will receive treatment for Y period of time with an expected rate of recovery of Z%. This is in compliance with the national average of a recovery rate of B based on the standard for this disorder.
- 3. X number of people will receive treatment that will limit hospital emergency room cost. It is estimated that our average cost for this treatment per person is Y where it is estimated that a hospital treatment cost is Z.

#### Describe the Outcome Measures Your Agency Uses to Assess if the Goals are Met

State what they are and how your agency ranked: e.g. "I used the American Medical Association's scoring standards and we were at X percentile which is Y% above, below, or on the mark of the National Goal."

#### The following questions will be used by the CAC in ranking all funding applications

If it were up to you as a member of the CAC or the Board would you:	
A) Fund this applicant at 100% of the requested amount. Why:	

<ul><li>A) Fund this applicant at 100% of the requested amount. Why:</li><li>B) Not fund this applicant. Why:</li><li>C) Fund this applicant but not at the requested amount of \$</li></ul>			
But fund the amount of \$	equested amount of	. Why:	
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#### WEST VOLUSIA HOSPITAL AUTHORITY BALANCE SHEET - MODIFIED CASH BASIS SEPTEMBER 30, 2023

#### **ASSETS**

Ameris Bank - operating	\$	969,911
Ameris Bank - MM		3,319,168
Ameris Bank - payroll		94,627
Mainstreet Community Bank - escrow		200,000
Mainstreet Community Bank - MM		1,732,636
Surety Bank - MM		7,555,608
Mainstreet Community Bank - Certificates of deposit		9,285,403
Prepaid items and deposits		2,000
Total Assets	\$	23,159,353
	<u></u>	

### **FUND BALANCE**

Total Fund Balance	\$ 23,159,353

# WEST VOLUSIA HOSPITAL AUTHORITY STATEMENT OF REVENUES AND EXPENDITURES BUDGET AND ACTUAL - MODIFIED CASH BASIS FOR THE ONE MONTH AND TWELVE MONTHS ENDED SEPTEMBER 30, 2023

	One Month Period Actual	Year to Date Actual	Annual Budget	Amount Remaining Budget Balance	Percent Budget Used
Revenues	Φ 2.52.6	Φ 15.540.006	Ф. 15 000 000	Φ 250.004	000/
Ad valorem taxes Interest income	\$ 3,536	\$ 15,549,906	\$ 15,900,000	\$ 350,094	98%
Other income	57,962 276	430,501 2,842	45,000	(385,501) (2,842)	957% 0%
Total revenues	61,774	15,983,249	15,945,000	(2,842) $(38,249)$	100%
Tour revenues	01,771	13,703,217	13,713,000	(30,21)	10070
Expenditures Healthcare expenditures					
Hospitals					
Halifax Hospital	114,112	1,273,428			
AdventHealth	152,569	1,754,176	2 000 000	(27. (24)	1010/
Total hospitals	266,681	3,027,604	3,000,000	(27,604)	101%
Specialty Care Services	7 170	92 646			
Specialty Care - ER Specialty Care - Non-ER	7,478 308,815	82,646 3,390,029			
Total Specialty Care Services	316,293	3,472,675	3,000,000	(472,675)	116%
Emergency Room Care	72,437	765,801	1,000,000	234,199	77%
Primary Care	210,516	2,237,396	2,500,000	262,604	89%
Pharmacy	54,346	506,191	900,000	393,809	56%
Florida Dept of Health Dental Svcs	17,708	132,644	150,000	17,356	88%
Hispanic Health Initiatives	9,300	73,075	79,700	6,625	92%
Community Legal Services	8,973	72,362	105,794	33,432	68%
Rising Against All Odds	22,500	200,488	215,758	15,270	93%
HSCFV - Outreach	7,215	74,970	81,560	6,590	92%
HSCFV - Fam Services	7,231	64,680	76,331	11,651	85%
The House Next Door	1,065	17,135	60,000	42,865	29%
SMA - Homeless Program	25.022	78,336	78,336	- 55 422	100%
SMA - Residential Treatment SMA - Baker Act - Match	25,932	494,577	550,000	55,423	90% 97%
County Medicaid Reimbursement	12,183	289,828 2,496,810	300,000	10,172 (2,496,810)	9/% 0%
H C R A - In County	<u>-</u>	39,665	400,000	360,335	10%
H C R A - Outside County	_	18,657	400,000	381,343	5%
The Neighborhood Center	3,650	100,000	100,000	-	100%
Healthy Communities Kid Care Outreach	7,075	59,040	72,202	13,162	82%
Other Healthcare Expenditures	-	-	269,682	269,682	0%
Total healthcare expenditures	1,043,105	14,221,934	13,339,363	(882,571)	107%
Personnel services					
Regular salaries and wages	5,587	65,588	65,588		100%
FICA	428	5,249	5,017	(232)	105%
Retirement	758	7,033	8,467	1,434	83%
Life and Health Insurance	927	10,586	12,000	1,414	88%
Workers Compensation Claims	-	9,764	25,000	15,236	39%
Total personnel services	7,700	98,220	116,072	17,852	85%
Other expenditures			0.5.000	4.4.700	222
Legal Counsel	8,707	70,297	85,000	14,703	83%
Outside Legal Counsel	5,000	66,077	72,000	5,923	92%
Outside Legislative Advisory Audit	6,000	72,000 19,170	72,000 20,000	830	100% 96%
General Accounting - Recurring	9,000	99,000	108,000	9,000	92%
General Accounting - Nonrecurring	4,212	16,067	25,000	8,933	64%
Application Screening - THND	37,281	404,084	447,364	43,280	90%
Application Screening - RAAO	4,224	41,280	81,452	40,172	51%
TPA Services (EBMS)	33,583	345,177	682,000	336,823	51%
<b>Building Occupancy Costs</b>	-	16,421	100,000	83,579	16%
Advertising	1,265	4,343	10,000	5,657	43%
Other Operating Expenditures	239	27,175	30,000	2,825	91%
Office Supplies	-	-	6,749	6,749	0%
Tax Collector & Appraiser Fee	72,318	668,629	650,000	(18,629)	103%
City of DeLand Tax Increment District Total other expenditures	181,829	111,805 1,961,525	100,000 2,489,565	(11,805) 528,040	112% 79%
Total expenditures	1,232,634	16,281,679	15,945,000	(336,679)	102%
Excess (deficiency) of revenues				,	
over expenditures	\$ (1,170,860)	\$ (298,430)	\$ -	\$ 298,430	0%