INTRODUCTION

We, the Grand Jury, have broad powers to make inquiries into civil administration, regardless of whether criminal or irregular conduct is charged. We have the power to investigate public offices to determine if they are being conducted according to law and good morals. We also have the power to investigate the conduct of public affairs by public officials and employees, including the power to inquire whether those officials are incompetent or lax in the performance of their duties.

During the 2025 Legislative session allegations of fraud and abuse were made by Committee Chairman Alex Andrade. This led to hearings that culminated on April 24, 2025, when Chairman Andrade, a member of the Florida Bar, alleged several crimes. Intense media scrutiny followed, and the matter was referred to the Office of the State Attorney for the Second Judicial Circuit. In August of 2025, we voted to inquire into these matters pursuant to our charge.

WHAT HAPPENED?

Our investigation centered around the disbursement of a Medicaid settlement between the State of Florida and Centene Corporation regarding claims of overbilling. On February 7, 2023, Centene Corporation offered to pay the State of Florida $67,048,611 to settle any potential liability arising from Centene's Pharmacy Benefits Management Structure in Florida. Nineteen months later on September 27, 2024, State of Florida officials agreed that Centene would pay $57,048,611 to the State of Florida and $10,000,000 to Hope Florida Foundation, Inc. ("Hope Florida"). Within days, the $10,000,000 was transferred to other organizations for political purposes because money was spent on a political campaign and went to the Republican Party of Florida. Our questions are: Why was the original settlement agreement changed in this way? Who made that change? And did the spending of the $10 million dollars constitute criminal or irregular conduct on the part of the public officials involved? Also, did these actions constitute illegal conversion of monies?

The settlement agreement was signed by Chief Deputy Attorney General John Guard, Agency for Healthcare Administration Secretary Jason Weida, Insurance Commissioner Michael Yaworsky, and Florida Department of Health Chief of Staff Cassandra Pasley. As part of this settlement, $57 million went to the state, and a $10 million "donation" was sent directly to Hope Florida in September 2024. Hope Florida was intended to be a community-based welfare program that serves as a cost-efficient alternative to government assistance programs by connecting eligible residents with churches and other charities across Florida to provide services. Hope Florida is championed by the First Lady of Florida, Casey DeSantis. After the money was transferred to Hope Florida, it was quickly funneled from there into two political action committees. Ultimately, the money was used to lobby against a marijuana legalization ballot initiative known as Amendment 3 and sent to the Republican Party of Florida.

Mark Wilson, Executive Director of "Secure Florida's Future," got a tip from Frank Walker directing him to apply to Hope Florida for a 5-million-dollar grant for the benefit of his organization. A few days later James Uthmeier, then General Counsel to the Governor (currently the Attorney General of Florida), advised Amy Ronshausen, Executive Director for "Save our Society from Drugs," to apply to Hope Florida for a 5-million-dollar grant to benefit her organization. Save Our Society from Drugs and Secure Florida's Future are both 501(c)(4) non-profit political action committees. These non-profits then funneled millions of dollars to Keep Florida Clean, a political action committee (PAC) chaired by James Uthmeier. The PAC then used the money to campaign against Amendment 3, a ballot measure to legalize recreational marijuana, which ultimately failed to pass. All these financial transactions occurred over the span of just a few days. The PAC also used these funds to send money to the Republican Party of Florida.

THE LAW

Applicable Florida Law includes the following:

Florida Statute Section 216.216, which states:

> "In any court settlement in which a state agency or officer or any other counsel representing the interests of the state negotiates settlement amounts to be expended by the judicial branch or the executive branch, such funds may not be expended unless the Legislature has appropriated funds to the agency in the appropriate category or the Legislative Budget Commission has approved a budget amendment for such funds. In either instance, the funding source identified must be sufficient to cover both the anticipated program costs and the amount of the settlement, the settlement must not be contrary to the intent of the Legislature, and, if the settlement amount is substantial, good reason must exist for entering into the settlement prior to the next legislative session and no significant amount of recurring funding shall be committed. When a state agency or officer settles an action in which the state will receive moneys, the funds shall be placed in the General Revenue Fund or in the trust fund that is associated with the agencies or officer's authority to pursue the legal action."

Florida Statute Section 45.062, which states:

> (1) In any civil action in which a state executive branch agency or officer is a party in state or federal court, the officer, agent, official, or attorney who represents or is acting on behalf of such agency or officer may not settle such action, consent to any condition, or agree to any order in connection therewith, if the settlement, condition, or order requires the expenditure of or the obligation to expend any state funds or other state resources exceeding $1 million, the refund or future loss of state revenues exceeding $10 million, or the establishment of any new program, unless:
>
> (a) The expenditure is provided for by an existing appropriation or program established by law.
>
> (b) At the time settlement negotiations have begun in earnest, written notification is given to the President of the Senate, the Speaker of the House of Representatives, the Senate and House of Representatives minority leaders, the chairs of the appropriations committees of the Legislature, and the Attorney General.

(c) Prior written notification is given at least 5 business days, or as soon thereafter as practicable, before the date the settlement or pre-settlement agreement or order is to be made final to the President of the Senate, the Speaker of the House of Representatives, the Senate and House of Representatives minority leaders, the chairs of the appropriations committees of the Legislature, and the Attorney General. Such notification shall specify how the agency involved will address the costs in future years within the limits of current appropriations.

Florida Statute Section 812.014, which defines theft as:

(1) A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently:

(a) Deprive the other person of a right to the property or a benefit from the property.

(b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

Florida Statute 812.012(3), which states:

"Obtains or uses" means any manner of:

(a) Taking or exercising control over property.

(b) Making any unauthorized use, disposition, or transfer of property.

(c) Obtaining property by fraud, willful misrepresentation of a future act, or false promise.

(d) 1. Conduct previously known as stealing; larceny; purloining; abstracting; embezzlement; misapplication; misappropriation; conversion; or obtaining money or property by false pretenses, fraud, or deception; or

2. Other conduct similar in nature.

Additional relevant definitions include:

"Stealing" means taking and caring away of the personal property of another, and without right and without leave or consent of owner, and with intent to keep or make use of wrongfully. Black's Law Dictionary 1267 (5th ed. 1979);

"Larceny" means "the felonious stealing, taking, and carrying away of the property of another with intent to deprive the owner of his possession thereof." *Grooms v. State*, 96 So. 296 (Fla. 1923);

"Purloining" means to take away for oneself; to appropriate wrongfully; steal. Webster's New International Dictionary (Unabridged) 2017 (2d ed. 1935);

"Abstracting" means taking with intent to injury or defraud. Unauthorized and illegal taking or withdrawing of funds, etc. and appropriation thereof to taker's benefit. Black's Law Dictionary 10 (5th ed. 1979);

"Embezzlement" means the fraudulent conversion of the property of another by one who is already in lawful possession of it. Unlike the crimes of larceny and false pretenses, embezzlement does not require that defendant have criminal intent when he obtains property in question. *State v. Siegel*, 778 So. 2d 426, 427 ft nt 2 (Fla. 5th DCA 2001;

"Misapplication" is when a person who is authorized to possess the property of another wrongly applies, misuses, or spends the property for a wrongful purpose. *Weber v. State*, 649 So. 2d 253 (Fla. 2d DCA 1994);

"Misappropriation" means "the unauthorized, improper, or unlawful use of funds or other property for purpose other than that for which intended." Black's Law Dictionary 998 (6th ed. 1990) cited by *Pou v. Department of Insurance and Treasurer*, 707 So. 2d 941, 942 ft nt 2 (Fla. 3d DCA 1998); and

"Conversion" is when a person who has authorization to possess the property of another intentionally deprives, or fraudulently appropriates, the property, or its use and benefit, from the property's true owner. *State v. Harris*, 334 So. 2d 674 (Fla. 2d DCA 1976); or obtaining money or property by false pretenses, fraud, or deception.

THE WITNESSES

We heard testimony from:

Mark Wilson, Executive Director of "Secure Florida's Future"

Secure Florida's Future is a 501(c)(4) organization. The organization is a member of the Florida Chamber of Commerce, Florida's largest and most influential business advocacy organization. Mr. Wilson is the President and CEO of Florida's Chamber of Commerce. The IRS indicates 501(c)(4) includes civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare. A 501(c)(4) organization is a tax-exempt entity that aims to promote the community's general welfare and common good. They can engage in unlimited lobbying and some political activity and can spend as much as they want on political campaigns. Mr. Wilson testified that Secure Florida's Future is a non-profit, non-political organization whose purpose is to provide economic opportunity for Florida's citizens. Mr. Wilson advised he is familiar with Hope Florida as a "philosophy" that private companies can make government assistance less necessary or obsolete by providing direct services to recipients of government assistance to help them get on their feet and into employment reducing or eliminating the need for government assistance. He offered an example that if a person can't work because they have no transportation due to a broken transmission, Hope Florida might get the transmission fixed so the person can get to work.

He advised that in the middle of October 2024, pursuant to the suggestion of Frank Walker, a Chamber of Commerce employee and fellow Secure Florida's Future Board Member, he put in a $5,000,000 grant request to Hope Florida on behalf of Secure

Florida's Future. We were able to review the 3-page grant request, see attached as Exhibit A. Mr. Wilson did not recall if Mr. Walker suggested the amount that should be requested and he did not remember who gave him the idea of applying for a grant from Hope Florida. He denies that this was an unusually large grant request. Although he routinely received this type of suggestion and applied for grants on behalf of the multiple organizations he represents, this was the first time he had applied for such a grant from Hope Florida. His contact at Hope Florida was Joshua Hay, Chairman of Hope Florida. Mr. Wilson advised that he had never heard of Centene prior to the allegations raised in this matter. He conceded that Secure Florida's Future does not provide any medical reimbursements or any direct medical services to indigent citizens; but he noted that the organization does lobby for policies that support those objectives.

Less than a week after the grant application was made to Hope Florida, Secure Florida's Future received a single wire transfer in the amount of $5,000,000 from Hope Florida. Mr. Wilson testified there was between 7 and 10 million dollars in Secure Florida's Future's bank account prior to receiving this grant. However, based on bank statements from September through December 2024, the average running balance for Secure Florida's Future was between approximately $110,000 and $158,000. Therefore, the 5 million appears to be an unusually large amount of money for Secure Florida's Future to receive and disburse.

The grant application describes Secure Florida's Future's intended use for the grant monies as "rais[ing] awareness of Hope Florida's efforts within the private sector utilizing a data-centric approach" and "recruit[ing] business community partners to advance this necessary cause." The grant application also states that Secure Florida's Future does not and will not engage in any political activities. It further states that it "does not make independent expenditures or electioneering communications in any federal, state, or local elections."

Within weeks of the 5-million-dollar grant, 4.85 million dollars was then sent from Secure Florida's Future to Keep Florida Clean (James Uthmeier's political action committee). Mr. Wilson denies that this money "passed through" his organization, citing that the grant money mixed with other funds from other donors and then was disbursed based on the will of the Board. However, this use of the funds does not appear to "accelerate the momentum Hope Florida has already created in Florida" as Secure Florida's Future stated it would in the grant application.

Amy Ronshausen, Executive Director "Save Our Society from Drugs"

Save Our Society from Drugs is a 501(c)(4) organization whose mission is to fight the legalization and normalization of drugs. She indicates that most governmental grants do not accept applications from 501(c)(4) organizations, and as such, almost one hundred percent of their funding comes from private donations. The grant from Hope Florida is the only grant of its kind that the organization has received in her time there since 2018. She is familiar with Keep Florida Clean, a political committee chaired by then Chief of Staff to the Governor of Florida, James Uthmeier. On October 11, 2024, she received a text and then phone call from Mr. Uthmeier, whereby he advised her to apply for a grant from Hope Florida for the benefit of Save Our Society from Drugs. Mr. Uthmeier put her in contact with Jeff Aaron as the representative of Hope Florida who could assist her with the process. She then spoke to Mr. Aaron who told her how to apply for the grant and provided a sample application for her. She does not recall if Mr. Uthmeier suggested an amount but does know that Mr. Aaron advised her to apply for $5,000,000. On Friday October 18, 2024, she completed and emailed the application to Jeff Aaron and heard back the same day that her organization had been awarded the grant in the amount of $5,000,000. The grant application is attached as Exhibit B. She received the funds three days later on October 22nd.

The grant application stated the funds would support causes advanced by the organization including "preventing drug use, increasing access to care, and promoting recovery for individuals and families throughout Florida." The grant application states that Save Our Society from Drugs does not and will not engage in any political activities. It further states that it "does not make independent expenditures or electioneering communications in any federal, state, or local elections." It also states that "[n]one of the funds received by S.O.S. have been designated or solicited for specific support of any third-party entity."

Within a week, she distributed $4.75 million to Uthmeier's political committee Keep Florida Clean. She stated that she was not directed by anyone as to how to spend the money. Ms. Ronshausen testified that she felt this was the best use of the money to advance the mission of her organization, whose primary objective at the time was to push the "vote-no campaign" to fight the imminent ballot initiative to legalize recreational marijuana known as Amendment 3. She elaborated that Keep Florida Clean was leading this campaign at the time and that organization was best qualified to spend the money in furtherance of that initiative. This use of the funds was not described in the grant application and in fact seems to be prohibited based on its language preventing use for political activities.

John Guard, former Chief Deputy Attorney General

When John Guard testified, he was a federal judicial nominee who was awaiting Senate confirmation to assume that post. At the time related to our inquiry, he was the Chief Deputy Attorney General to Attorney General Ashley Moody. Pursuant to that employment, he was one of four signatories to the settlement agreement reached between the State of Florida and the Centene Corporation. Mr. Guard first heard of Centene in April or May of 2021 when he met with some attorneys who had successfully sued Centene in other states for overbilling for medical service reimbursements; misconduct which they believed Centene had similarly committed in Florida. There were continued discussions about Centene, with the Agency for Healthcare Administration (AHCA) taking the lead in investigating the fraudulent activities and recovering any money owed. On September 25, 2024, Mr. Guard was forwarded an email authored by Andrew Sheeran, General Counsel of AHCA, who was requesting the signature of Attorney General Moody on a settlement agreement with Centene. The proposed settlement agreement had the Attorney General resolving all the claims and getting all the money. See attached as Exhibit C. The request was unusual in that Mr. Guard had not been involved in the settlement negotiations and was unfamiliar with the details of the settlement agreement. As such, one of Mr. Guard's Assistant Attorney Generals discussed the basis of the settlement with Andrew Sheeran; Mr. Guard reviewed the settlement agreements reached between Centene and other states; and Mr. Guard suggested some amendments to the settlement agreement to include where the money should go upon being received by the Office of the Attorney General. He was expecting that some or all the money would be directed back to the federal government as part of these changes. Notably, he was not provided with a copy of Centene's February 7, 2023, proposed settlement agreement which proposed a payment of $67,048,611.64. At some point, Mr. Guard was advised the proposed settlement agreement would be amended to make AHCA the primary settlor on the agreement and the recipient of the settlement funds.

Mr. Guard briefly explained the usual process for the disbursement of money recovered by the government and how Florida Statutes require the legislature to decide how the money is spent. One of his concerns about the original proposed settlement agreement was that it did not contain instructions on how the money was to be handled and spent once the AG received it. Mr. Guard later received a new draft of the proposed settlement agreement which he says made AHCA, rather than the AG, the settlor of the claims and the recipient of the money. See attached as Exhibit D. This draft also included approximately $10,000,000 of the original amount to now be paid to Hope Florida. He was not legally concerned about this because he assumed, based on prior experience with multiple settlements at the AG's office, that AHCA had negotiated these two amounts, the larger of which being the money owed to the State of Florida and the second, smaller bucket going towards attorney's fees. Mr. Guard testified that he "esoterically" agrees that the $10,000,000 belonged to the State of Florida, but he assumed that portion of the settlement was separated for payment of "attorney's fees." It is unknown why Mr. Guard made this assumption as the agreement clearly states that the money was to be paid to Hope Florida, and that each party will be responsible for its own attorney's fees.

After consulting AG Moody, she authorized Mr. Guard to sign the settlement agreement in its final form. Regarding Mr. Guard's initial concerns about a lack of direction in the agreement as to how the money would be spent, he advised that these were resolved to his satisfaction when the agreement was amended to make it AHCA's settlement rather than the AG's settlement. Mr. Guard assumed that either AHCA already had the authority to spend the money or had plans to bring the settlement before the Legislature in the next session to seek authority to spend the money. He did have political concerns about the dedication of $10,000,000 to Hope Florida, which he raised to AG Moody because he knew the deal would be viewed by the legislature as a constraint on their spending authority. His political concerns were resolved by the change to the agreement making the settlement AHCA's agreement rather than the AG's settlement agreement, as the problem would now be AHCA's problem rather than the AG's problem. He signed the agreement releasing the claims on behalf of the Attorney

General's Office, but according to him, it was not his settlement, it was AHCA's settlement.

Representative Robert Andrade

Representative Robert "Alex" Andrade is the complaining witness in this case. He is an attorney in Pensacola and a Republican House Representative for District 2. He is the Chairman of the Healthcare Budget Subcommittee which grants spending authority to State agencies including AHCA. Rep. Andrade describes Centene as a managed care partner with AHCA. Centene was one of several private companies that were inserted as the middleman between AHCA and the patients. These middleman companies assist in managing both the money and patient care. Centene was found liable for massive amounts of overbilling nationwide and as such, began reaching out to states that may have claims against them to reach settlements with them.

Every other State that settled with Centene did a press release bragging about its recovery of this stolen money to its taxpayers. Rep. Andrade notes that Florida did not do that. Instead, he found out about the settlement with Centene when he started to see references to Hope Florida in government contracts and was not aware of that organization. It appeared to him that the Governor's office and his agencies were aggressively pushing the Hope Florida Foundation. He says direct support organizations (DSO) like Hope Florida are side charities created to support the mission of a government agency. In this case, Hope Florida was the DSO to the Department of Children and Families (DCF). He began hunting for information about Hope Florida and found the task difficult as no minutes or meeting notices were publicly available, the organization appeared to have no website, the organization had never filed legally required reporting with the IRS, and nobody he was asking seemed to know anything about the organization. He characterized the organization as a "ghost" and said there was no data or science available to support the argument that the Hope Florida concept reduced dependence on government assistance. Rep. Andrade was ultimately able to obtain minutes from one Hope Florida meeting which contained a vague reference to a dispute with AHCA. Suspicious, Rep. Andrade called hearings to investigate the matter and after what he says was much obstruction from public officials and state agencies, he was able to learn of the settlement agreement between AHCA and the State of Florida, and that \$10 million of that settlement went to Hope Florida. This was surprising to him because the executive branch is supposed to notice the legislative branch when monies are coming in or going out and the purpose of the expenditure. Rep. Andrade indicates that no such notice was given in reference to the payment to Hope Florida.

Based on his review of the issues, Rep. Andrade is convinced that James Uthmeier and others engaged in a conspiracy to defraud the public of the 10 million dollars that went to Hope Florida. Rep. Andrade understands Hope Florida as a philosophy or concept which reassigns existing State employees as "Hope Navigators" to act as unlicensed social workers utilizing a care portal to connect citizens with resources that can meet their needs with the goal of getting these citizens off public assistance. Rep. Andrade's conclusion is that the Governor was desperate to win the fight against the amendment that would have legalized recreational marijuana in Florida as private donors had contributed large donations to that cause and he wanted to prove to them that their money was well spent not only because the cause was important to the Governor, but also because he wants to be able to go back to those donors for other causes in the future. Rep. Andrade believes that James Uthmeier identified Hope Florida as a patsy organization that could be used to funnel money into his political action committee to help win the fight against Amendment 3 to support the political goals of himself and his boss.

Cassandra Pasley, former Florida DOH Chief of Staff

Cassandra Pasley is a member of the Florida Bar, and she was the Florida Department of Health (DOH) Chief of Staff during the time frame related to our inquiry. The mission of the DOH is to protect the health and well-being of Florida's citizens. It was in this capacity that she was one of four signatories on the settlement agreement between the State of Florida and Centene. Specifically, this was because Children's Medical Services is housed under DOH, some of the kids served by Children's Medical Services are Medicaid eligible, and Centene was the managed care intermediary between those kids and her agency. During Hurricane Milton and while working at the Emergency Operation Center, Ms. Pasley was pulled aside by Katie Strickland, the Governor's Chief of Staff in charge of Health Agencies and the Deputy Chief of Staff for AHCA, and was asked to sign the settlement agreement. She asked Ms. Strickland, "has this been vetted?" and Ms. Strickland responded in the affirmative. Ms. Pasley understood this to mean that the legal department and policy people for the lead agency negotiating the settlement agreement had reviewed and approved it. She maintains that her agency was not the lead agency negotiating the agreement and she does not know which agency was the lead agency. Later that evening after reading the settlement agreement, she signed it electronically. At the time she signed the settlement agreement, Ms. Pasley testified that she was not aware that any of the settlement money would end up in a political action committee, nor would she have signed the settlement agreement had she known that fact. The day Ms. Pasley signed the settlement agreement between the State of Florida and Centene was the same day she learned anything about the agreement.

Michael Yaworsky, Florida Insurance Commissioner

Michael Yaworsky is a member of the Florida Bar and the Insurance Commissioner for the State of Florida. The Insurance Commissioner's job is to lead the Office of Insurance Regulation (OIR), the state's lead regulatory agency for the insurance industry. He was aware of Centene as an insurance company that was authorized to operate in Florida, and it is due to that relationship that he became one of the four signatories to the settlement agreement between the State of Florida and Centene. The settlement agreement was brought to his attention by Cody Ferrill, Deputy Chief of Staff to Governor DeSantis. He reviewed the settlement agreement and noting the atypical nature of the money earmarked for Hope Florida and that it was not going to General Revenue, forwarded it for review by his General Counsel Joe Hart. He also discussed the matter with Deputy AG John Guard. After consulting with both and being advised there was nothing contrary to law about the settlement agreement, he elected to sign the settlement agreement.

Cody Ferrill, Deputy Chief of Staff, Office of the Governor

Cody Ferrill is the current Deputy Chief of Staff to Governor DeSantis and previously served as the Chief of Staff to the Florida Agency for Healthcare Administration. He was aware of Centene as an organization during his time at AHCA, but the issues related to the settlement agreement with Centene arose during his time at the Governor's office. He learned at a senior staff meeting that the settlement agreement was in the works and that some signatures needed to be procured. He passed the word along but has no knowledge of the details of the settlement agreement and made no decisions related to it.

Jason Weida, Secretary, Florida Agency for Healthcare Administration

Jason Weida is a member of the Florida Bar and currently the Chief of Staff to the Governor; but he served as Secretary for the Florida Agency for Healthcare Administration (AHCA) at the timeframe relevant to our inquiry and, as such, was one of the four signatories to the settlement agreement with Centene. He was aware that Centene had been found liable for overbilling in other States and was seeking to reach a settlement with the State of Florida for potential similar claims in Florida. His liaison at the Governor's office was Deputy Chief of Staff Katie Strickland and he kept her in the loop regarding his work on this issue. Ms. Strickland reported directly to the Governor's Chief of Staff, James Uthmeier.

Liston and Dees, the attorneys retained by the Attorney General's Office, advised the offer from Centene was a good one. He testified that one of the reasons the offer was seen as favorable was that the settlement included an additional $10 million offered as a bonus or incentive to the State of Florida to accept the deal. This "bonus" was articulated in a letter from the lawyers presenting the settlement to AHCA. He requested the law firm Myers and Stauffer review the offer and advise if it was a good one. That firm advised the offer was a good one based primarily on potential difficulties in proving the case against Centene if a lawsuit was pursued in lieu of a settlement. Mr. Weida then took the lead on working with Centene to negotiate some details of the release language in the settlement agreement. He did not negotiate attorney's fees as part of the settlement and there is no payment to attorneys included in the final settlement.

Mr. Weida testified that, in his experience, it is common in settlement agreements with the federal government for the liable party to make donations to a charity as part of the agreement. He stated he was interested in doing this with the Centene settlement and sought legal advice from his General Counsel Andrew Sheeran on the legality and appropriateness of this idea. He testified that Mr. Sheeran "essentially" said that he could do this. Next, attorney Caroline Brown from the law firm Brown and Peisch in Washington D.C. was consulted to get a second opinion and specifically for her expertise in the federal realm to make sure there were no legal problems on the federal level with the idea. His understanding was that his General Counsel Andrew Sheeran also conferred with Deputy AG John Guard regarding the legality of the settlement. His understanding was that the Attorney General's office also approved of the settlement. He relied on his attorney's advice regarding his decision not to notify the legislature of the settlement. His understanding was that AHCA was not legally required to notify the legislature of the settlement, the funds received pursuant to the settlement, or the disbursement of the funds received pursuant to the settlement.

Mr. Weida testified that Hope Florida was one of the most important initiatives in the State of Florida at the time of the Centene settlement. Mr. Weida testified that he does not recall who suggested that Hope Florida should be the recipient of the charitable donation from Centene. He explained the role of Hope Florida as a Direct Service Organization (DSO) to the Department of Children and Families (DCF) and the mission of Hope Florida and the role of its "hope navigators" in connecting services with citizens in need. He testified that citizens who had contact with a hope navigator were more likely to get a job and get off Medicare than similarly situated citizens who did not have contact with a hope navigator. He indicates there was a nexus between the Medicaid program/AHCA and Hope Florida as Hope Florida was working to get citizens off Medicaid. He did not know at the time he signed the settlement that the charitable donation in question would quickly move out of that organization in the form of grants. However, he does not find that improper or surprising as he understands one purpose of Hope Florida to be to fund such grants and he knows that the money once donated to Hope Florida would not have any restrictions on how it could be used. When asked why he did not put restrictions on the donation to ensure that it would be used for direct benefits to citizens related to AHCA's objectives, he said that since Hope Florida was the DSO of an agency not run by him (DCF), he views it as outside his purview to attempt to micromanage the use of the money beyond the initial donation.

Mr. Weida stated that he did not know why the settlement required a much shorter timeframe for the disbursement to Hope Florida (7 days) as compared to the disbursement of the remaining settlement (45 days to pay half and one year after the first payment for the remaining half).

Mr. Weida confirmed that the State decided to reimburse the federal government's share of the full $67,048,611.64 settlement amount from Centene, as opposed to the $57 million portion that he claims was the amount to compensate for the overbilling because the $10 million was a "bonus" to settle. Mr. Weida explains this discrepancy by saying that he feared the Feds would take action to recapture the full amount, so he elected to reimburse the full amount to avoid a shortfall.

Andrew Sheeran, General Counsel, Florida Agency for Healthcare Administration

Andrew Sheeran is a member of the Florida Bar and the General Counsel for the Florida Agency for Healthcare Administration (AHCA). He testified that although the original offer to settle from Centene was $67,048,611, Centene only identified $56,248,611 of potential Medicaid-related damages owed to Florida. The remaining

$10,800,000 was not offered for loss of Medicaid funds, but rather to provide reimbursement for any other potentially alleged damages of the alleged conduct and to otherwise incentivize the State to settle the case. Hence, according to him, the $10,000,000 donation to Hope Florida was not recovered Medicaid funds but rather unspecified money. It should be noted that Mr. Weida initially wanted 5 million dollars broken off for charity. Somehow in the process the amount switched from $5 million dollars to $10 million and ultimately, he was directed by Mr. Weida to draft the settlement agreement to reflect that $10 million would go to Hope Florida.

Mr. Sheeran pointed to Florida Statute Section 45.062(1), which requires notice to the President of the Senate, the Speaker of the House of Representatives, and other legislative officials, of settlement agreements that require "the expenditure of state funds exceeding one million dollars, the refund or future loss of state revenues *exceeding $10 million*, or the establishment of any new program" (emphasis added). Mr. Sheeran argues the law does not apply here because the State's settlement with Centene does not require any of these things to happen. In addition, he points out that this law only applies where the settlement arises from a "civil action in which a state executive branch agency or officer is a party in state or federal court." He argued that because the settlement with Centene was a "pre-suit settlement" that it does not qualify as a "civil action." Next, Mr. Sheeran points to Florida Statute Section 45.062(5), which provides that "When a state agency or officer settles an action or legal claim in which the state asserted a right to recover money, all moneys paid to the state by a party in full or partial exchange for a release of the state's claim shall be placed into the General Revenue Fund or the appropriate fund." Mr. Sheeran argued that this provision of law was not violated by the 10-million-dollar donation to Hope Florida because that 10-million-dollar donation was not "paid to the state." He maintains that this law was complied with when the balance of the settlement was placed in the appropriate accounts. He says the conduct in question is not unprecedented and cites a tobacco settlement to pay 250 million dollars to a foundation designed to reduce youth smoking and substance abuse.

When asked about Florida Statute Section 216.216 which states "When a state agency or officer settles an action in which the state will receive moneys, the funds shall be placed in the General Revenue Fund or in the trust fund that is associated with the agency's, or officer's authority to pursue legal action. The provisions of this section are subject to the notice and review procedures set forth in s. 216.177," Mr. Sheeran says that Centene's offer to pay $67,048,611.64 does not qualify as an amount "to be received by the state" for the purposes of the statute. Since the settlement was altered to require the state to receive only $56,248,611.64, only the $56,248,611.64 is subject to Section 216.216. Since the $10 million that was received by Hope Florida was never received by the state, Mr. Sheeran argued that the sum is not subject to the law. Mr. Sheeran testified that the decision to make the alteration to the settlement agreement to break off $10 million for Hope Florida was not his. That decision was within the discretion of Mr. Weida, and it was Mr. Weida who directed him as to what to put in the settlement agreement. Mr. Sheeran testified that while it would be prudent to vet the charity chosen, he did not believe it was legally required.

Mr. Sheeran advised he did confer about the legality of this matter with attorneys from the Attorney General's Office including John Guard, and with Caroline Brown, from the Brown and Peisch law firm in Washington D.C., who had experience with this type of settlement. Based on those discussions and his own review of the settlement agreement and the law, Mr. Sheeran believed that the settlement agreement in question complies with all Florida laws.

Joshua "Josh" Hay, former Chairman, Hope Florida Foundation

Mr. Hay is an accountant and a co-founder and partner of Indelible Solutions, a management consulting firm. Formerly, he was the Chairman of Hope Florida Foundation ("Foundation"), which is a direct services organization whose mission is to help meet the financial needs of Floridians that the Department of Children and Families does not have the resources to meet.

He testified that prior to the $10 million dollar donation from Centene, the largest donation ever made to the Foundation was $100,000. In a phone conversation with the Foundation's lawyer Jeff Aaron, Mr. Hay simultaneously learned that a $10 million donation would be coming into the Foundation and that he would be receiving a grant proposal for $5 million of those dollars to go out of the Foundation to Secure Florida's Future. Mr. Hay testified that he did not question the $5 million immediately going out of the Foundation as he assumed the money was needed to assist hurricane victims because at the time our State was amid a major hurricane recovery effort. He and the Board unanimously voted to approve the grant to Secure Florida's Future.

Within the next week of the first grant approval, Mr. Hay indicates that he got another call from Jeff Aaron advising him that he would be receiving a second grant proposal for the other $5 million to go to Save Our Society from Drugs. As the Board authorized him to approve grants if they were aligned with the mission of the Foundation, another Board meeting was not needed to approve the grant. He was not familiar with Save Our Society from Drugs but based on a Google search he determined that the mission of that organization was aligned with the mission of the Foundation and therefore, he approved the second $5 million grant. These two grants were the only two grant proposals that the Foundation received that were not first vetted by DCF. Mr. Hay testified that nothing about that fact concerned him.

Mr. Hay testified that, at the time, he felt both grants were the best use of the $10 million because the Foundation lacked the infrastructure to effectively and efficiently get the money to those in need and he felt these other organizations would be better equipped to do that. When questioned as to how drug prevention and education efforts related to hurricane relief, he cited that when people are in crisis they tend to turn to drugs. Although Mr. Hay acknowledges that Jeff Aaron was hired because he was well-connected with the Governor's office, he denies that anyone ordered or pressured him to approve the two $5 million dollar grants, nor was he advised by anyone that it was the desire of the Governor or anyone else that he approve the grants. Mr. Hay invoked the phrase "the road to hell is paved with good intentions," when admitting that although his intentions were good, he used poor judgement in approving the grants in question without further vetting.

Jeff Aaron, Attorney, Hope Florida Foundation

Jeff Aaron is a member of the Florida Bar and legal counsel to Hope Florida Foundation. He has a personal and professional relationship with Governor Ron DeSantis and James Uthmeier, including in his capacity as the Chief of Staff to Governor DeSantis. Mr. Aaron testified that he was not aware of the Centene settlement or the $10 million donation to Hope Florida Foundation until after the fact when Representative Andrade made a complaint and a controversy arose surrounding that donation. He indicates that he was asked by Josh Hay to review the $5 million grant application for Secure Florida's Future. He then advised Mr. Hay that he had no legal objections to the grant based on his review of the application. He had no knowledge of the Centene settlement at the time he gave this legal advice. He also assisted Josh Hay in securing legal authority from the Board to award and issue grants.

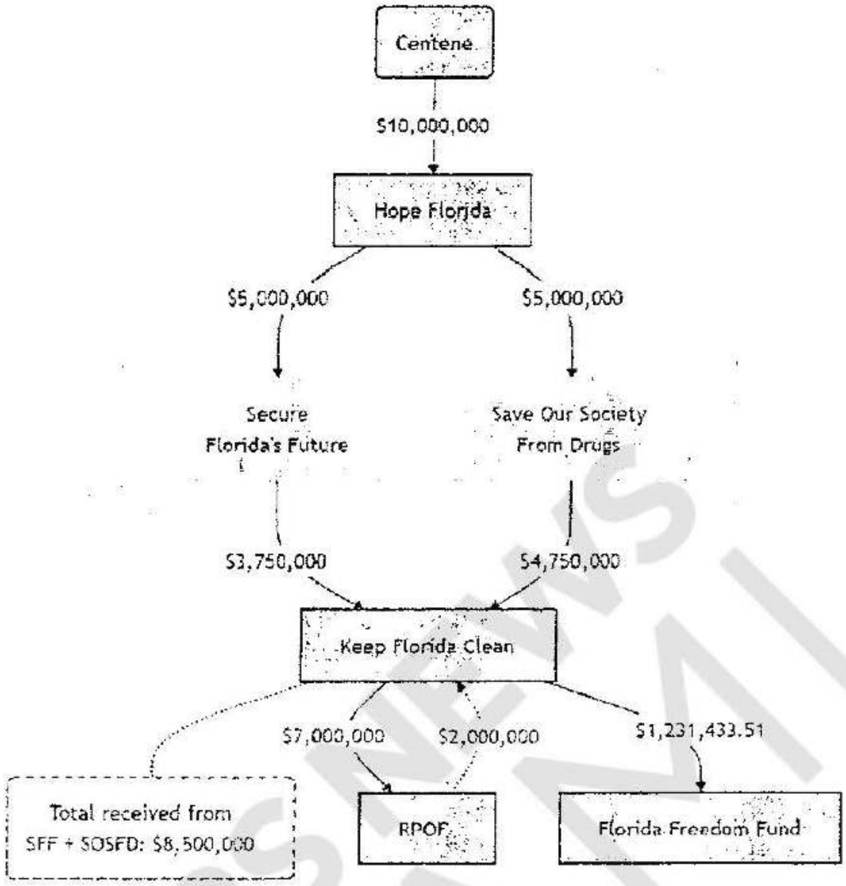
Shortly thereafter, he says he was contacted by Amy Ronshausen regarding a grant proposal that she was planning to submit on behalf of Save Our Society from Drugs. Mr. Aaron offered to send her a copy of the grant proposal letter previously submitted by and approved for Secure Florida's Future. Mr. Aaron agrees that he suggested to Ms. Ronshausen that she apply for $5 million. He says he did this based on the amount previously granted to Secure Florida's Future. Once Ronshausen submitted the grant proposal, he reviewed it and advised Mr. Hay that he had no legal concerns about it. He denies having any opinions about the organizations that received the grant money as he "intentionally does not get involved in the operations" of the organizations that he represents.

Katie Strickland, Deputy Chief of Staff, Office of the Governor

Katie Strickland is the current Chief of Staff for the Department of Financial Services and formerly served as a Deputy Chief of Staff for Governor DeSantis. She knows the State of Florida got a settlement from Centene but says she never read the settlement agreement and is not familiar with the amounts associated with the settlement agreement. She recalls requesting that the Governor's legal department review the settlement but does not know who in that office reviewed it. Ms. Strickland testified that it was AHCA Secretary Jason Weida's idea to direct a portion of the settlement money to Hope Florida. She has no knowledge of why that decision was made or how much was sent to Hope Florida. She discussed the settlement agreement generally with Mr. Weida but had no role in advising him to sign the agreement on behalf of AHCA. She has no recollection of discussing the settlement with James Uthmeier or Governor DeSantis. Ms. Strickland admits she told DOH Chief of Staff Cassandra Pasley that the settlement agreement was ready for her signature but does not recall that conversation specifically. She does not remember representing to Secretary Pasley that the agreement had been "vetted" but says that if she did, she would have been referencing that the Governor's legal department had reviewed and approved the agreement. She has no recollection of who told her to get the settlement signed by Ms. Pasley.

Julian Dozier, Forensic Accountant

We heard from Mr. Dozier who analyzed the banking and other financial records that were collected in this case at our direction and produced a report. See attached as Exhibit E. He advised that he had been able to follow the money in this case without any difficulty. The 10 million tax dollars went from Centene to Hope Florida on 10/4/24. Then within a couple weeks, the sum was split equally between Save Our Society from Drugs and Secure Florida's Future. He stated that he could not get bank records from Secure Florida's Future but expect those records to show the 5 million dollars coming into their bank account. He testified that he does have records showing incoming wire transfers totaling $3,750,000 from Secure Florida's Future to Keep Florida Clean between 10/17/24 and 10/29/24. He also received records showing $4,750,000 was transferred from Save our Society from Drugs to Keep Florida Clean within one week of Save Our Society from Drugs receiving the money from Hope Florida. In October of 2024, Keep Florida Clean sent a total of $7,000,000 to the Republican Party of Florida. During the same two-week period, the Republican Party of Florida sent $2,000,000 to Keep Florida Clean for a net transfer of $5,000,000. Before Keep Florida Clean was disbanded in February 2025, its remaining funds were transferred to the Florida Freedom Fund, another political action committee chaired by James Uthmeier. A summary of our efforts to "follow the money" is pictured below:



FINDINGS:

1. We find that Mark Wilson, Executive Director of "Secure Florida's Future," mischaracterized the use of the funds in his grant application and then used them for political purposes in contravention of the grant application representations. Based on the impending ballot initiative, the expedited nature of the movement of these funds through the various entities as described above, the unusually large amounts of money moving through these entities, and the quick disbursement of the funds to their final destination, we conclude that these funds were misappropriated as part of a sophisticated scheme to fund political activities.
2. We find that Amy Ronshausen, Executive director of "Save Our Society from Drugs," mischaracterized the use of the funds in her grant application and then used them for political purposes in contravention of the grant application representations. Based on then Chief of Staff Uthmeier's direct instruction to apply and eventual receipt of the funds in his PAC; the impending election cycle; the expedited nature of how these funds moved through the various entities as described above so soon after the Centene settlement was reached; the unusually large grant amount received by these entities; and the quick disbursement of funds to their final destination; we find that these funds were misappropriated as part of a sophisticated scheme to fund political activities.
3. We find that although then Chief Deputy Attorney General John Guard had reservations regarding the 10-million-dollar donation to Hope Florida, he ultimately signed the

agreement without conducting his due diligence to ensure the proper appropriation of taxpayer funds. Due diligence should have included raising his reservations to the primary settlor AHCA instead of assuming others were aware and would address any political or legal concerns.

4. We find that while other signatories were consulting Mr. Guard on the propriety and legality of the Centene settlement as to the State of Florida, Mr. Guard testified he only reviewed the settlement to determine the legality as to releasing claims that the State Attorney's Office could pursue and that AHCA was the primary settlor.
5. We find that Florida Department of Health Chief of Staff Cassandra Pasley signed the settlement agreement without conducting her due diligence to ensure the proper appropriation of taxpayer funds.
6. We find that the full Centene settlement was taxpayer reimbursement. We reject Agency for Healthcare Administration Secretary Jason Weida's explanation that $10 million of the settlement was a "bonus," as this interpretation conflicts with Centene's original settlement offer stating that the additional $10.8 million of the settlement was to reimburse "for any other potentially alleged damages . . . as a result of the alleged covered conduct and to otherwise incent states to pursue settlement on these terms without doing formalized claims audits that would cause further delay and cost to the parties." Hence, this money was part of the damages Centene owed to Florida's taxpayers. We further find Mr. Weida's characterization of the $10 million as a "bonus" not credible as it is inconsistent with his decision to reimburse the federal government with the full settlement amount rather than the settlement amount less the "bonus."
7. We find that Mr. Weida's decision to reduce the $10.8 million reimbursement for potential damages to only $10 million was made to circumvent Florida Statute Section 45.062, requiring that monies exceeding $10 million must be sent to General Revenue.
8. We find that Mr. Sheeran justified the legality of the $10 million donation partially based on a similar arrangement during the 1997 Tobacco Settlement with Florida. Our understanding though is that Florida Statute 216.216 was enacted after the Tobacco Settlement specifically to require taxpayer money received in settlement to be appropriated by the Legislature and prevents independent spending by state agencies. We further find that the decision to "donate" the $10 million of taxpayer money to Hope Florida was intended to circumvent Florida Statute 216.216's clear intent and purpose.
9. We also find that the donation of these taxpayer funds violates the spirit of Florida Statute Sections 45.062(1) and (5) despite Mr. Sheeran's interpretations of these statutes.
10. We find that Joshua "Josh" Hay, former Chairman of the Hope Florida Foundation, acted without due diligence by receiving a unique donation and using all of it to quickly fulfill two grant requests well above Hope Florida's normal grant amounts previously seen. It's curious that Mr. Hay's testimony conflicted with that of Hope Florida's attorney, Jeff Aaron on several points. For example, Mr. Hay said Mr. Aaron was the person that told him that Hope Florida would be receiving a $10 million donation; but Mr. Aaron claimed that he was not aware of the $10 million donation until after Rep. Andrade started his investigation. We found Mr. Hay's testimony to be transparent and credible.
11. We find that Deputy Chief of Staff to the Governor, Katie Strickland, not credible. She was the least informative in her testimony. Contrary to other witnesses identifying her as a participant in meetings and conversations, she could hardly recall any details or information regarding the Centene settlement.

12. We find that James Uthmeier, as the Governor's Chief of Staff at the time of settlement, was in a position of authority over those involved in settling with Centene. Testimony identified him as having involvement in directing the money after it went to Hope Florida. No witness admitted or identified who directed the money to go to Hope Florida. Testimony also revealed that Mr. Uthmeier's Keep Florida Clean, a political action committee, was the prime recipient of the majority of the $10 million taxpayer funds. Testimony further revealed that Keep Florida Clean then distributed those taxpayer funds to the Republican Party of Florida and a political action committee created in 2024 called the Florida Freedom Fund which Mr. Uthmeier chaired.
13. We find that Julian Dozier's testimony was thorough, credible, and detail oriented. Based on his expertise and testimony, the traceability of the $10 million was obvious. His investigation at the time however was hindered by Secure Florida's Future's bank (Bank of America) not responding to subpoenas for bank records.
14. We find that of Centene's proposed settlement amount of $67,048,611, the State of Florida only recovered $56,248,611, which meant $800,000 of Medicaid reimbursement and taxpayer money was not recovered from Centene.
15. We find that the $10 million in question was misappropriated. We heard testimony that the purpose of moving the money in question through all the different entities as described above was to get the money to the best suited group to fight the imminent ballot initiative regarding marijuana legalization. But further examination of the bank records reveals that a large portion of the money ended up in the coffers of the Republican Party of Florida. We also considered the following facts in reaching our conclusion that the $10 million was misappropriated:
    a. The logic, or lack thereof. We were told Hope Florida was chosen as the beneficiary of the initial donation because the Centene settlement was compensation for ripping off sick poor children and Hope Florida's mission and work aligned with the purpose of serving needy children with health issues. Hope Florida was touted by some witnesses as a high-profile project with a high success rate, but we were unable to get any evidence to substantiate these representations. On the contrary, other witnesses referred to Hope Florida as just a concept and did not have a clear understanding of what it did, where it existed, or how it operated. So, we fail to see the nexus between Hope Florida and the Centene settlement, and even if there was a nexus, it was rendered moot by the fact that the money only stayed in Hope Florida's account for a couple days.
    b. The timing. The Centene settlement itself seems rushed as it materialized rapidly after years of inactivity. Then, once reached, it took a mere 7 days to fund. We believe the rush was due to the impending election which was just 45 days away from the time the Centene settlement was reached.
    c. There was no press release by AHCA or the Governor's Office to boast the recovery of millions in taxpayer funds.
    d. There was no notification to the Legislature of the Centene settlement.
    e. Keep Florida Clean's donations went to the Republican Party of Florida.
    f. Those negotiating the Centene settlement on behalf of the State of Florida failed to place any restrictions on the money's use. Therefore, there was no oversight to ensure proper usage of the taxpayer money.

g. Hope Florida's grant application processes and approvals were highly irregular. Both failed to follow standard practices and keep Hope Florida and grant recipients at arm's length. Only two entities were asked to apply for this money as opposed to being open for a reasonable period of time to all appropriate entities.

h. The Centene Settlement was to compensate the State of Florida for overpayment of Medicaid money. As taxpayer money it should have been treated as such instead of being allocated for partisan political purposes and without transparency.

16. Despite our finding that the money was misappropriated, we find insufficient evidence to charge anyone criminally. Nobody will take responsibility for deciding the $10 million of taxpayer money would go to Hope Florida. This decision was the original misappropriation, and no witness would take responsibility for making the decision or had any memory of who made it. Virtually everyone involved is a lawyer and acted on the advice of other lawyers. We recognize that this would be an impediment to criminal prosecution. While we can't prove who is responsible, we can plainly see that taxpayer money was misused for political purposes and we would like to see changes made to prevent this from happening again.

RECOMMENDATIONS:

1. The Florida Legislature should enact a law to prevent this situation from occurring. For example, a law that says any monies received by the state from any source must be deposited into General Revenue, and there should be real consequences for anyone violating this law.
2. The Florida Legislature should enact clear laws setting requirements for how DSOs can use taxpayer funds, ensuring usage of said funds are tracked and monitored, and providing consequences for violation of these mandates.

[redacted] Foreperson for Grand Jury

[redacted] Secretary for Grand Jury

[redacted] Circuit Judge