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Lake Shore Hospital Authority
April 12, 2021

Mr. Dale Williams informed the Trustees the agreement had been reviewed by Legal Counsel, there are 4 revision that should be considered when approving or not approving the agreement.

- 1) Authority "Patients" should be changed to Authority Clients throughout the agreement.
- 2) In the Recitals, Lake Shore Hospital should be changed to Lake Shore Hospital Facilities
- 3) Permission for the Authority to audit patient "charts" should be added to the agreement.
- 4) The provision for renewal in Section 4.1 should be amended to allow for a shorter period of cancellation if requested by the Authority. A request would only be made if necessary for completing a hospital facility lease agreement.

Discussion. **Motion** by Dr. Mark Thompson to approve the proposed hospital payment agreement with Lake City Medical Center. Chairman Beil asked the changes suggested by Dale be included in the Motion. **Restated Motion** by Dr. Mark Thompson to approve the proposed hospital payment agreement between the Lake Shore Hospital Authority of Columbia County (the "Authority") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("LCMC"), with the changes suggested by the Executive Director. Mr. Fred Koberlein, Sr., asked the motion to be reworded. **Restated Motion** by Dr. Mark Thompson to approve the hospital payment agreement between the Lake Shore Hospital Authority of Columbia County (the "Authority") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("LCMC"), with the changes suggested by Executive Director, Dale Williams. **Second** by Mr. Stephen Douglas to approve the agreement. All in favor. **Motion carried.**

Request to approve Lake Shore Hospital Authority Resolution No. 2021-005 A Resolution of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida Ratifying the Chairman's Extension of the State of Emergency Arising from the COVID-19 Public Health Emergency.

Mr. Dale Williams asked the Board for approval of Lake Shore Hospital Authority Resolution No. 2021-005. **Motion** by Mr. Stephen Douglas to approve Resolution No. 2021-005. **Second** by Dr. Mark Thompson. All in favor. **Motion Carried.**

Approval of Proclamations covering the period of March 12, 2021 through April 15, 2021 issued by the LSHA Chair in accordance with Resolution No. 2020-004 (State of Emergency – COVID 19).

Mr. Dale Williams asked the Board for approval of Proclamations issued by the Chair. **Motion** by Mr. Stephen Douglas to accept the Proclamations covering the period of March 12, 2021 through April 15, 2021 issued by the LSHA Chair in accordance with Resolution No. 2020-004 (State of Emergency – COVID 19). **Second** by Dr. Mark Thompson. All in favor. **Motion carried.**

Update and Discussion – Summary Lake Shore Hospital Facility Transition from CHS to LSHA

Mr. Dale Williams provided in the board packet a written update on the transition of the Lake Shore Hospital from CHS to LSHA. The memo includes updates on the hospital employees. The Administrative Assistant position has been eliminated. Director of Facilities Operation and the two (2) Maintenance Tech positions have been retained by employment contract. The contracts are part of the Agenda packets. The IT Director position and the IT support specialist positions

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are currently furloughed. Staff is pursuing an agreement with an existing IT company familiar with the IT system at the hospital. **Motion** by Mrs. Lory Chancy to approve the Summary with the three (3) contracts as stated. **Second** by Dr. Mark Thompson. All in favor. **Motion carried.**

Discussion and possible action – Request from Shands Lake Shore Regional Medical Center to approve an invoice from April 2020 in the amount of \$1,768.38.

Mr. Fred Koberlein was asked to research the legal ramifications regarding payment of the invoice. The opinion is included in the Agenda packet. **Motion** by Mrs. Lory Chancy to not issue payment for the invoice. **Second** by Dr. Mark Thompson. All in favor. **Motion carried.**

Discussion and possible action - Service Provision Agreement between Lake Shore Hospital Authority and Partnership for Strong Families, Inc.

The agreement will help the Authority to reach clients and enroll them in the Authority’s Medical Assistance Program. There is one requested change. The requested change is to change the name and address of the party to be notified in Paragraph 14 from Frederick Koberlein to the Authority office c/o Dale Williams, Executive Director. Mrs. Lory Chancy would like a letter from the Partnership to the Authority stating that the services to be provided by the Authority to the Partnership are not required to comply with paragraph 6(f). Discussion. **Motion** by Mrs. Lory Chancy to approve the Service Provision Agreement between Lake Shore Hospital Authority and Partnership for Strong Families, Inc. contingent on the above requested changes. **Second** by Dr. Mark Thompson. All in favor. **Motion carried.**

Discussion and possible action – Award Interest Rates for Certificate of Deposits

Mr. Dale Williams informed the Board COD renewal rates were quoted. Six (6) proposals were sent out. Four (4) quotes were received back. Mr. Richard Powell recommended the following COD funds placement:

PATIENT CARE- HOSPITAL SERVICES

CD 18 months	.50%	\$3,000,000	Drummond Bank
CD 18 months	.50%	3,000,000	Drummond Bank

OPERATING ACCOUNT

CD 18 months	.50%	\$3,000,000	Drummond Bank
CD 18 months	.50%	7,500,000	Drummond Bank

The remainder of the Authority’s money will remain in the various operating accounts which are interest bearing.

Motion by Mr. Stephen Douglas to approve Mr. Powell’s recommendations. **Second** by Dr. Mark Thompson. All in favor. **Motion carried.**

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STAFF REPORT

Staff report included in the agenda packet.

BOARD MEMBER COMMENTS

None.

Chairman Beil called for a Motion to adjourn meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

LAKE SHORE HOSPITAL AUTHORITY RESOLUTION NO. 2021-005

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA
COUNTY, FLORIDA, RATIFYING THE CHAIRMAN'S
EXTENSION OF THE STATE OF EMERGENCY ARISING
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52 on November 4, 2020; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

WHEREAS, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

WHEREAS, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until 12:01 a.m. on April 27, 2021; and

WHEREAS, pursuant to Lake Shore Hospital Authority Resolution 2020-004 the Chairman is authorized to extend the Board's state of emergency related to COVID-19, and the Chairman has issued his Proclamations extending the current state of emergency, copies of which is attached hereto as "Exhibit A, B, C, D, and E; and

WHEREAS, the Board of Trustees, in order to protect the welfare and safety of the citizens of the county and their property, finds it necessary to ratify the Chairman's extension of the state of emergency proclaimed by the Chairman.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE SHORE HOSPITAL AUTHORITY, COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Board of Trustees ratifies and extends the state of emergency declared pursuant to the Chairman's Proclamations as well the provisions included in Lake Shore Hospital Authority Resolution 2020-004.

Section 3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida this 1st day of April 2021.

LAKE SHORE HOSPITAL AUTHORITY

By: Brandon Beil
Brandon Beil, Chairman

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: Loretta Chancy
Loretta Chancy
Secretary/Treasurer

By: Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
Authority Attorney

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention ("CDC") updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 12th day of March, 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 18th day of March, 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN

LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention (“CDC”) updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 19th day of March, 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 25th day of March, 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN

LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention (“CDC”) updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 26th day of March, 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 1st day of April, 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN

LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention (“CDC”) updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

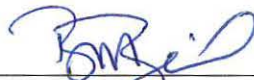
WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 2nd day of April 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 8th day of April, 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention (“CDC”) updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 9th day of April 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 15th day of April, 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Golf Tournament

Quail Heights Country Club

May 22, 2021

Florida Gateway Fairgrounds is proud to announce the return of our Annual Tough Enough to Wear Pink Golf Tournament.

All proceeds from this tournament go directly to assisting people in our community who are fighting cancer.

We invite you to come out and support this amazing cause that has helped so many people in our community in their time of need.

Wear your best pink attire and com out for golf, raffles, games and beverage carts, lunch and more.

Thank you for supporting Tough Enough to Wear Pink!

Sponsor Levels:

Title Sponsor

\$2500.00 Includes: Your name on a banner at entrance to the registration tent, sponsor sign at the start of each 9, sponsor name included on advertising as Title Sponsor (radio, print, social media) recognition during awards, entry fees for one team and lunch. Sponsor will have the opportunity to personnel on hand to meet and greet golfers and work contest holes.

Nine Sponsors

\$1000.00 Includes: Nine hole sponsor recognition, sponsor sign at start of nine holes, advertisement promotions (radio, print, social media), entry fees for one team, lunch and the opportunity to have personnel on hand to meet and greet the golfers and work the contest holes.

Beverage Sponsor (1 Available)

\$500.00 Includes: 1 Player in tournament, complimentary hole sponsorship, and advertisement promotions(social media).

Lunch Sponsor (1 Available)

\$500.00 Includes: 1 Player in tournament, complimentary hole sponsorship, and advertisement promotions(social media).

Additional Sponsorships

\$100.00 Hole Sponsor

Includes: Name at Hole.

\$220.00 Team Sponsor

4 Players on a Team

\$55.00 Individual Player



Sponsor Information

Contact Name: _____

Address: _____

Phone: _____

Email Address: _____

Players:

Name: _____

Name: _____

Name: _____

Name: _____

Send Me an Invoice



- Registration is from 7:30- 8:15
- Tee Time is 8:30 am with a shotgun start with 4 person scramble.
- Limited to the first 24 teams to sign up!

Donation Due May 14, 2021

Make checks payable to: Columbia County Resources

164 SW Mary Ethel Lane Lake City, FL 32025
info@floridagatewayfairgrounds.org • (P)386-752-8822 • (F)386-752-7506

LAKE SHORE HOSPITAL AUTHORITY RESOLUTION NO. 2021-006

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, RATIFYING THE CHAIRMAN'S EXTENSION OF THE STATE OF EMERGENCY ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52 on November 4, 2020; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

WHEREAS, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

WHEREAS, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until April 27, 2021; and

WHEREAS, on April 27, 2021, the Governor issued Executive Order 21-94 extending the statewide state of emergency until 12:01 a.m. on June 26, 2021; and

WHEREAS, pursuant to Lake Shore Hospital Authority Resolution 2020-004 the Chairman is authorized to extend the Board's state of emergency related to COVID-19, and the Chairman has issued his Proclamations extending the current state of emergency, copies of which is attached hereto as "Exhibit A, B, C, and D; and

WHEREAS, the Board of Trustees, in order to protect the welfare and safety of the citizens of the county and their property, finds it necessary to ratify the Chairman's extension of the state of emergency proclaimed by the Chairman.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE SHORE HOSPITAL AUTHORITY, COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Board of Trustees ratifies and extends the state of emergency declared pursuant to the Chairman's Proclamations as well the provisions included in Lake Shore Hospital Authority Resolution 2020-004.

Section 3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida this ____ day of May 2021.

LAKE SHORE HOSPITAL AUTHORITY

By: _____
Brandon Beil, Chairman

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Loretta Chancy
Secretary/Treasurer

By: _____
Frederick L. Koberlein, Jr.,
Authority Attorney

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention ("CDC") updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 16th day of April 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 22nd day of April, 2021.

LAKE SHORE HOSPITAL AUTHORITY

BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention ("CDC") updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 23rd day of April 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 29th day of April, 2021.

LAKE SHORE HOSPITAL AUTHORITY

BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention ("CDC") updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 30th day of April 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 6th day of May 2021.

LAKE SHORE HOSPITAL AUTHORITY

BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Lake Shore Hospital Authority

PROCLAMATION

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces thereby spreading from surface to person and causing increased infections to persons; and

WHEREAS, public health experts have consistently recommended avoiding close physical interaction between persons in order to slow the spread of COVID-19, and the Centers for Disease Control and Prevention ("CDC") updated and further restricted its distancing guidelines; and

WHEREAS, in April 16, 2020, the White House and the CDC released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

WHEREAS, Lake Shore Hospital Authority Resolution 2020-004 extended the state of emergency and vested the authority to extend the state of emergency in the Chairman; and

WHEREAS, this Proclamation is issued to extend the state of emergency for seven (7) days effective the 7th day of May 2021.

NOW, THEREFORE, I, Brandon Beil, Chairman of the Board of Trustees on behalf of the Lake Shore Hospital Authority, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective the 13th day of May 2021.

LAKE SHORE HOSPITAL AUTHORITY

BRANDON BEIL, CHAIRMAN
LAKE SHORE HOSPITAL AUTHORITY

Sonja Markham

From: Dale Williams
Sent: Tuesday, April 13, 2021 11:48 AM
To: Naegler Rick
Cc: Sonja Markham; 'Fred Koberlein (Fred@klolaw.com)'; Brandon Beil (brandon@brandonbeil.com); Lory Chancy (lory@wildblue.net); Mark Thompson; Mark Thompson (mthompson@ccofnf.com); Stephen M. Douglas (stephen@candlermoses.com)
Subject: RE: Hospital Payment Agreement

Rick:
It was good to see you last night at the Trustee meeting. I am glad that all is well with you and the Medical Center. As you are aware the Trustees approved the proposed "Payment Agreement" with four (4) revisions. As a reminder, the four revisions are: 1.) Authority "Patients" should be changed to Authority Clients throughout the agreement, 2.) In the Recitals, Lake Shore Hospital should be changed to Lake Shore Hospital Facilities, 3.) permission for the Authority to audit patient "charts" should be added to the agreement, and 4.) the provision for renewal in Section 4.1 should be amended to allow for a shorter period of cancellation if requested by the Authority. A request would only be made if necessary for completing a hospital facility lease agreement. As always, please call if you have questions or concerns.

Dale Williams
Executive Director
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
PO Box 988
Lake City, Florida 32055
Phone: (386) 755-1090
Cell: (386) 623-3493
Fax: (386) 755-7009

From: Griner Clyda <Clyda.Griner@HCAHealthcare.com>
Sent: Tuesday, October 20, 2020 1:10 PM
To: Dale Williams <dale@lakeshoreha.org>
Subject: Re:Hospital Payment Agreement

Hi, Dale – as Contract Administrator, I am just checking with you to see if you need anything further from us on this end and to find out when we can expect the contract??

Thanks -

Clyda

Clyda H. Griner
Executive Assistant to CEO/CFO
Administrative Manager / Co-ECO

Lake City Medical Center
340 NW Commerce Dr.
Lake City, FL 32055

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From: Dale Williams <dale@lakeshoreha.org>
Sent: Tuesday, October 6, 2020 9:49 AM
To: Griner Clyda <Clyda.Griner@HCAHealthcare.com>
Subject: {EXTERNAL} Re: Hospital Payment Agreement

It was received. Thank you.

Sent from my iPhone

On Oct 6, 2020, at 9:34 AM, Griner Clyda <Clyda.Griner@hcahealthcare.com> wrote:

Good Morning Dale – just wanted to touch base and make sure you received the agreement I sent yesterday and to see if you have any questions or concerns? Please feel free to call or reach out if so.

Thanks -

Clyda

Clyda H. Griner
Executive Assistant to CEO/CFO
Administrative Manager / Co-ECO

Lake City Medical Center
340 NW Commerce Dr.
Lake City, FL 32055
P (386) 719-9010 | F (386) 719-7787

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From: Griner Clyda
Sent: Monday, October 5, 2020 4:34 PM
To: Dale Williams <dale@lakeshoreha.org>
Subject: Hospital Payment Agreement

Hi, Dale –

Rick asked me to forward the attached agreement to you for review; if there are any concerns or changes necessary, please simply mark those on the document and scan

back to me. If there are no changes, please have the agreement signed and returned for executing; a scanned document will suffice for that as well.

Thanks – we look forward to hearing from you soon.

Clyda

Clyda H. Griner
Executive Assistant to CEO/CFO
Administrative Manager / Co-ECO

Lake City Medical Center
340 NW Commerce Dr.
Lake City, FL 32055
P (386) 719-9010 | F (386) 719-7787

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**LAKE SHORE HOSPITAL AUTHORITY MEDICAL ASSISTANCE PLAN –
HOSPITAL PAYMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Lake Shore Hospital Authority of Columbia County (the “Authority”) and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (“LCMC”).

RECITALS

WHEREAS, the Authority was duly created by special act of the Florida Legislature, Chapter 63-1247, Laws of Florida;

WHEREAS, pursuant to Chapter 65-1414, Section 1, Laws of Florida, the Authority was given the power to request that the Board of County Commissioners of Columbia County (the “Board”) levy a tax not to exceed three (3) mills for the maintenance and operation of Lake Shore Hospital Facilities (now known as Shands at Lake Shore) and care of the indigent at Lake Shore Hospital Facilities;

WHEREAS, pursuant to Chapter 65-1414, Section 2, Laws of Florida, the Board, upon such request of the Authority, was to impose a tax for the maintenance and operation of Lake Shore Hospital Facilities and care of the indigent at Lake Shore Hospital Facilities;

WHEREAS, Chapter 65-1414, Section 1, Laws of Florida was amended by Chapter 90-409, Laws of Florida to provide that the Authority may request the Board to levy a tax for the maintenance and operation of Lake Shore Hospital Facilities and for providing health care to the indigent residents of Columbia County;

WHEREAS, House Bill 999, passed by the 2005 Florida Legislature, amends, reenacts, and repeals all prior Special Acts relating to the Authority, including, but not limited to, Chapter 65-1414, Laws of Florida and Chapter 90-409, Laws of Florida;

WHEREAS, pursuant to House Bill 999, Section 7(8)(b), the Authority is granted the power to enter into contracts or other agreements with hospitals, health care providers, and facilities located in Columbia County for the provision of health care services to indigent residents of Columbia County;

WHEREAS, LCMC is a Florida corporation in good standing, duly licensed by the State of Florida to operate Lake City Medical Center, a general acute care hospital located at in Lake City, Columbia County; and

WHEREAS, LCMC provides significant inpatient and outpatient acute care hospital services to the indigent residents of Columbia County: and

WHEREAS, LCMC thereby qualifies for the receipt of funds from the Authority to provide health care to the indigent residents of Columbia County;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings specified:

1.1 “Authority Client” means a person who is determined by the Authority to be eligible to receive Covered Services as determined by the Authority’s Eligibility Guidelines.

1.2 “Covered Services” means those health care services Authority Clients are entitled to receive through the Authority’s Medical Assistance Plan and for which the Authority has agreed to compensate LCMC.

1.3 “Emergency” means the sudden and unexpected onset of acute illness or accidental injury requiring immediate medical intervention as the result of a severe, life threatening or potentially disabling condition.

2.0 PROVISION OF HOSPITAL SERVICES

2.1 Hospital Services. LCMC acknowledges that the Authority does not, by this Agreement or otherwise, guarantee to LCMC a minimum number of admissions by Authority Clients. LCMC agrees to provide Covered Services to Authority Clients in accordance with the same standards and within the same time availability as provided to its other patients.

2.2 Admissions. LCMC shall verify a patient’s eligibility as an Authority Client who presents himself/herself as defined by Authority Board.

3.0 COMPENSATION

3.1 LCMC Compensation. The Authority shall compensate LCMC for Medically Necessary Covered Services rendered to an Authority Client in accordance with Medicaid compensation rates, including ancillary services, to approved clients under the Authority’s Medical Assistance Plan. There will be no limit as to the number of days compensated. The Authority will not compensate LCMC for physician professional services.

3.2 Coverage Verification and Recoveries from Third Parties. Prior to providing services to any patient who presents himself/herself as an Authority Client, LCMC shall verify an Authority Client’s eligibility for coverage by the Authority. The Authority will provide LCMC with a telephone number to call during normal working hours to verify an Authority Client’s eligibility. LCMC shall cooperate with the Authority and other Payors in determining whether an Authority Client’s illness or injury is covered by auto insurance or other health insurance or otherwise gives rise to a claim by the Authority by virtue of coordination of benefits or subrogation. LCMC agrees to take any and all actions

reasonably necessary to assist the Authority in obtaining recoveries from third parties, including executing any and all documents that reasonably may be required to enable the Authority to bill and/or collect payments from any third parties, assigning all rights to recover and all payments to the Authority, and the right to settle claims with such third parties on behalf of LCMC.

3.3 Billing. LCMC shall submit claims to the Authority for Medically Necessary Covered Services on billing form UB-92 or detailed listing of Authority Clients with requested information such as date of service, services rendered, and Medicaid reimbursement rates. LCMC shall use its best efforts to submit claims within thirty (30) days after the provision of such services or within thirty (30) days after hospital discharge, whichever is applicable, but in no event later than sixty (60) days after the provision of such services, sixty (60) days after hospital discharge or within sixty (60) days after a determination that the Authority Client is not eligible to receive Medicaid or other benefits from any Payor, whichever is applicable. The Authority will make payment on each claim in accordance with Paragraph 3.1 above when such claims are in the appropriate form and are accurate and complete.

3.4 Audit: The purpose of any audit shall be solely to verify the services provided and the accuracy of the billing/coding completed by LCMC. Audits will be limited to information regarding clients who received services from LCMC and that are covered services from AUTHORITY. Audits will only be conducted on claims that were reimbursed based upon Medicaid rates. AUTHORITY will notify LCMC of the intent to audit a claim no more than 12 months from the date of payment. A written request via email to LCMC should be sent to CFO and/or Controller. LCMC will have 45 days to arrange a meeting with AUTHORITY to review. The audit will be based on 10% of claims or a max of 30 charts per month.

Audit request should include:

- LCMC's Patient Account Number
- Client's First and Last Name
- Authority Identification Number
- Date(s) of Service
- Total Amount Billed by LCMC
- Total Amount Paid by Authority
- Reason for Audit

During the audit review at LCMC, LCMC will make available the medical record for onsite review of the Electronic Health Record. A meeting will be held at the end of the audit review to discuss findings and plans of any adjustments if needed.

3.5 Hold Harmless. LCMC shall not, either directly or indirectly, bill, charge, or seek compensation from Authority Clients for Covered Services rendered; provided, however, that nothing herein shall be construed to prohibit LCMC from collecting or pursuing collection of Authority authorized copayments, deductibles, coinsurance or charges for non-Covered Services or seeking payment from other Payors.

4.0 TERM AND TERMINATION

4.1 Term and Renewal. This Agreement will be effective on execution by the Authority and the renewal term shall continue in effect until the next following September 30 (the "Anniversary Date"). Thereafter, the Agreement shall be automatically renewed for successive one-year terms beginning on October 1 of each year unless the Agreement is terminated without cause at any time by either party upon not less than sixty (60) days' prior written notice.

4.2 Termination Upon Breach. This Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party of a breach of the Agreement. Any such termination shall be effective on the date stated in the notice of termination unless the other party cures the breach to the satisfaction of the non-breaching party prior to the expiration of the thirty (30) days following receipt of such written notice.

5.0 DEFAULT AND REMEDIES

5.1 Default. The failure of any party to duly and punctually observe and perform any of the obligations, covenants, terms or provisions of this Agreement to be observed or performed by such party, or any warranty, covenant or representation made herein or otherwise made in writing in connection herewith by a party proving to have been false or misleading when so made, shall constitute a default hereunder by such party.

5.2 Remedies. Upon the occurrence of any such default, the non-defaulting party shall have the right, in its sole discretion, to determine which rights or remedies it shall pursue, without modifying or affecting any of its other rights or remedies, including, but not limited to, pursuing any rights or remedies provided pursuant to the terms of this Agreement, terminating this Agreement and/or pursuing any of the rights and remedies provided under statute, common law or equity, including, but not limited to, an injunction restraining such breach.

6.0 MISCELLANEOUS PROVISIONS

6.1 Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally or by course of conduct of the parties but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

6.2 Assignment. This Agreement, being intended to secure the services of LCMC, shall not in any manner be assigned, delegated, or transferred by LCMC to another hospital, person or entity without the prior written consent of the Authority. Any such transfer or assignment shall be void and without force or effect. The Authority may assign this Agreement to any entity that is controlled by the Authority now or in the future.

6.3 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-

delivered by messenger or courier service, telecommunicated or mailed by certified mail, return receipt requested, addressed to the parties at the addresses set forth below or to such other addresses any party may designate by notice complying with the terms of this section. Each such notice will be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date telecommunicated if confirmed by answer back and (3) on the date on which the return receipt is signed or delivery is refused or the notice is designated by postal authorities as not deliverable, if mailed.

6.4 Relationship of Parties. Except as specifically set forth elsewhere in this Agreement, the relationship between the Authority and LCMC is that of independent contractors, and neither shall be considered a joint venture, partner, agent, representative or other relationship of the other for any purpose expressly or by implication.

6.5 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors, and permitted assigns.

6.6 Headings. The headings contained in this Agreement are for convenience or reference only, and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

6.7 Severability. Without limiting the effect of Section 6.1 above, if any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

6.8 Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even in known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of a continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other further notice or demand in similar or other circumstances.

6.9 Rights of Other Parties. Except as provided in Paragraph 3.5 of this Agreement, nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, legal representatives, heirs and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

6.10 Governing Law; Venue; Jurisdiction. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of law. Each of the parties (1)

agrees that any suit, action or legal proceeding relating to this Agreement may be brought in the courts of the State of Florida in Columbia County, (2) consents to the jurisdiction of such court in any suit, action or proceeding, (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such court, and (4) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules of the State of Florida.

6.11 Sovereign Immunity. This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the Authority under the laws or constitution of the State of Florida.

6.12 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be responsible for paying their own attorneys' fees, court costs and all expenses even if not enforceable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding.

6.13 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require either party to refer or admit any patients to, or order any goods or services from each other. Notwithstanding any unanticipated effect of any provision of this Agreement, the parties intend to comply with 42 U.S.C. § 1320a-7b (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

6.14 Entire Agreement. This Agreement, and the documents and manuals referred to herein, represent the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations, if any, made by and between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year stated.

**NOTAMI HOSPITALS OF FLORIDA, INC.,
LAKE CITY MEDICAL CENTER**

**LAKE SHORE HOSPITAL AUTHORITY OF
COLUMBIA COUNTY**

By: _____

By: _____

Date: _____

Date: _____

Office Address:

340 NW Commerce Drive
Lake City, FL 32055

Address for Payment:

340 NW Commerce Drive
Lake City, FL 32055

Provider Tax Identification Number: 95-4176924

May 3, 2021

TO: LSHA Trustees

Fred Koberlein, Jr. Attorney

Richard Powell, External Auditor

FR: Dale Williams

RE: Summary-

Lake Shore Hospital Facility Transition from CHS To LSHA (October 29, 2020 Memo Update)

This will serve to provide you with a written update on the transition of the Lake Shore Hospital from CHS to LSHA. It includes all comments I provided in the regular LSHA meeting of October 12, 2020, November 9, 2020, January 4, 2021, February 8, 2021, March 8, 2021, and April 12, 2021 plus any changes or new activities that may have occurred since that date.

Lease "Buy-Out" –

The \$7.5M lease buy-out has been received. The payment was initially deposited in the LSHA Operating Fund. This is the Fund that has always received lease payment deposits. The deposit was removed and placed in a 6-month Certificate of Deposit at Ameris Bank.

City of Lake City – Water/Sewer/Gas Utilities

The Lake Shore Hospital campus has 8 water/sewer meters and 2 gas meters. All 8 meters have been transferred to the LSHA. The City of Lake City waived all deposits. A bill for the month of March has been received. City utilities for March was \$13,540.75.

FP&L – Electric Utility

The Lake Shore Hospital campus has 16 electric meters. A bill for the month of March 12, 2021 – April 13, 2021 has been received. The bill is \$16,763.80.

FP&L required a deposit of \$61,000. The Authority has posted a "Bank Letter of Credit". Ameris Bank holds the Letter.

AT&T – Phone Service

A corrected AT&T Transfer of Services Agreement has been executed. This agreement only includes the minimum services for the phone system and fire alarm lines. A bill for the month of April 2, 2021 – May 1, 2021 has been received. The bill is \$708.40.

Service Contracts –

Please note. No vendor to date has requested a price increase to continue providing services to Lake Shore Hospital. When a service provider requires a "contract" we are receiving legal review prior to proceeding. In addition, we are trying to maintain a 30-day cancellation provision with all vendors.

- 1.) Building Security – LSHA has signed an agreement with DSI Security for 24/7 security at the hospital. The contract is for the same terms and arrangements previously agreed to by CHS. The agreement has a 30-day cancellation provision. The weekly cost is approximately \$2,700.

- 2.) Grounds Maintenance – This service has been provided in the past by Stoneridge Management. Stoneridge and the Authority signed a new contract for services. The monthly amount is approximately \$2,910 monthly.
- 3.) Water Treatment – Premiere Water and Energy Technology Inc. is currently furnishing water treatment for the Lake Shore campus. Premiere furnishes descaler for the HVAC chiller and boiler units. Lake Shore also has a need to repair several water softeners. The water softeners have been repaired at a cost of \$6,281. LSHA has received a contract to continue services with Premiere effective October 16, 2020. The monthly service cost is approximately \$500 monthly.
- 4.) Pest Control – Live Oak Pest Control has provided pest control services for Lake Shore. Live Oak Pest Control has contracted with the Authority to continue the service. The monthly cost is \$631.66.
- 5.) Elevators – Thyssenkrupp has performed required elevator inspections for Lake Shore in the past. Lake Shore has a license for all elevators except for 1. Based on the last inspection report we have 2 elevators out of compliance. In both elevators the sills need replacing. The cost of the repairs is \$5595. Authorization to repair has been given. To date, \$2,798 has been spent on repairs. The Authority intends to retain Thyssenkrupp to perform elevator inspections. Repairs are complete and the remaining balance has been paid. Elevator service agreement has been signed at a cost of \$500.00 per month that covers five elevators.
- 6.) Fire Sprinklers – Fire sprinklers require a quarterly, semi-annual, and annual inspection. In addition, inspections are needed if work is performed on the system. W.W. Gay provides inspections at a cost of \$1,500 for quarterly inspections, \$1,750 for semi-annual inspections and \$2,550 for the annual inspection. The LSHA will continue to use W.W. Gay for fire sprinkler inspections. The semi- annual inspection was performed on 1-22-21.
- 7.) Fire Alarms- Fire alarms are inspected by W.W. Gay Fire Protection. They are monitored by Associated Monitoring, Inc. Both companies are in line to be retained by LSHA; however, no contract has been received. Second quarterly bill for 3-1-21 to 5-31-21 was received at \$538.25.
- 8.) Chillers – Johnson Controls is the service contractor for Chiller inspections. The total annual cost to CHS for a year of service was \$8861 (additional cost for breakdowns and parts). This contract runs through February with one inspection “owed”. Continuation of this contract will depend on the status of Lake Shore at that time. Repairs to date have cost \$291.54. The last inspection was performed 1-27-21, the prior CHS service agreement has been satisfied.
- 9.) Boilers – Illingworth is the service contractor for boiler inspections. Based on the last inspection, the “little” boiler passed inspection and the “big” boiler failed. The parts to repair the large boiler was ordered and received on October 27, 2020. Repairs and salt for the boilers have cost \$2,537.90. LSHA has not received an agreement as of this date from Illingworth. We completed the State required repair on 12/4/20. The cost for this repair was \$3,670. Inspection by insurance carrier complete and waiting on State certificate.

Insurance –

General Liability and Property and Casualty coverages have been placed with the Florida Municipal Investment Trust (FMIT). Boiler and elevator coverages are included in the base policies. The annual premium was \$137,760 annually. (including the Lake Shore Hospital Authority)

Pollution Liability (due to 1 underground storage tank) has been purchased. The premium is \$631.

Employees –

Six (6) full-time temporary employees (less than 6 months) and one (1) contractual employee (\$40 hr. not to exceed 80 hours total) were hired October 1, 2020. All individuals hired were former employees of CHS. All employees were hired at their rate of pay with CHS, with the exception of the contractual employee. The six months expired March 31, 2021. Due to the need to continue Lake Shore Hospital facility operations, the following changes to personnel occurred April 1, 2021:

Administrative Assistant – Employee resigned/position eliminated

Director of Facilities Operations - \$47.12 hour-Retained by employment contract (attached)

Maintenance Tech. - \$25.00 hour- Retained by employment contract (attached)

Maintenance Tech. - \$25.00 hour – Retained by employment contract (attached)

IT Director - \$43.27 hour – Position currently furloughed*

IT Support specialist - \$25.00 hour – Position currently furloughed*

*Furloughed employees are non-paid. A final decision is pending a decision on whether duties required can be provided contractually through a qualified company.

April 30, 2021

TO: LSHA Trustees

FR: Dale Williams

RE: IT Services Agreement for Lake Shore Hospital

Included in your agenda are two agreements (proposals) to provide IT services for Lake Shore Hospital. From October 1, 2020 through March 31, 2021, IT services were provided by full time – temporary employees of the Authority. Both proposals are from companies that are owned and/or employ individuals who are familiar with Lake Shore Hospital IT needs. The quoted hourly rate for the Thompson proposal is \$85. The hourly rate for ABDS Enterprises is \$90. Authority staff has no issue with either of the proposals and has no issues with the technicians to be utilized.

It is recommended that the award for IT services be made to Scott Thompson. This is based on hourly rate only. In addition, neither proposed contract meets the required form and sufficiency necessary for the Authority. Due to this, approval is recommended “subject to” an agreement that meets form and sufficiency. If the Authority is unable to contract with Thompson, Authority approval to contract with ABDS is requested.



Maintenance Proposal

Prepared For:

Lake Shore Hospital Authority

Presented By:

ABDS Enterprises

APRIL 23, 2021

*This proposal will be honored for a period of (30) days from the date above.
All prices herein are the confidential property of ABDS Enterprises and are subject to change.*

OVERVIEW

This Managed Services Service Level Agreement (herein referred to as SLA) is intended to provide a description of products, services, and rates provided by ABDS ENTERPRISES for LAKE SHORE HOSPITAL AUTHORITY (herein referred to as Customer). Products and Services are defined as follows:

SUPPORT SCOPE

Support will be provided by ABDS ENTERPRISES based on a set of established standards which are detailed below:

Support Type

- **Remote Support**
 - Authorized Unlimited Remote Access Support (24 Hours/7 Days)
Support provided via Remote access (Internet) will be covered under our Managed Services SLA.

- **Onsite Support**
 - Normal Business Hours Support (M – F 7:00a - 7:00p)
Support Services will include travel to customer premise.
 - After Hours Support (M – F 7:01p – 6:59a & Weekends)
Support Services will include travel to customer premise.
 - Maintenance (M – F 12:00a – 11:59p & Weekends)
Support provided for preventative maintenance will be covered under our Managed Services SLA.

- **Response Time**
 - Help Desk Phone/Voicemail
Support requests issued via Support Help Desk Phone/Voicemail will receive a response within one hour of receipt.
 - E-mail/HD Ticket
Support requests issued via Help Desk Ticket System/E-mail access (Internet) will receive a response within 24 hours of receipt.
 - Text Message
Support requests issued via Text Message are currently unavailable. However, once available, Text Message support access will receive a response within 24 hours of receipt.

Managed Services SLA for ABDS ENTERPRISES and LAKE SHORE HOSPITAL AUTHORITY

Managed Services SLA: This Support Services agreement shall cover the labor necessary to maintain the Documented IT Systems. A project status/update report supplied by ABDS ENTERPRISES assigned to your project following the last day of each work week.

Basic Terms: ABDS ENTERPRISES will furnish support services according to the terms of this SLA for the Customer Documented IT Systems as accepted by ABDS ENTERPRISES in consideration for the payment in advance of ABDS ENTERPRISES's Managed Services charge. Support services shall begin on the effective date set forth herein and shall continue until thereafter.

Payment Terms: ABDS ENTERPRISES will furnish an electronic invoice on or before the first Business day of every other week and expect payment via ACH draft to be withdrawn no later than the third Business Day of the same week. These are the terms of this SLA for the customer's Documented IT Systems as accepted by ABDS ENTERPRISES.

Support Terms: Support Services required as a result of the negligence of the customer, its agents, affiliates, servants, or employees, including the failure to request assistance in accordance with ABDS ENTERPRISES's SLA, and damage resulting to Hardware and/or Software Systems shall be at the expense of Customer. ABDS ENTERPRISES's liability to the customer resulting from the performance of Managed Support Services shall be limited to restoring the Documented IT Systems to good operating condition. ABDS ENTERPRISES will not be liable for any damages from Hardware and/or Software Systems introduced to the customer documented IT systems whatsoever unless ABDS ENTERPRISES has been notified, approved, and documented the use of such Hardware and/or Software Systems (including, but not limited to, damages for loss of business, profits, business interruption, or loss of business information), even if advised of the possibility of such damages. The customer shall make no alterations or modifications to Hardware and/or Software Systems, nor install attachments to the equipment without prior notification in writing to ABDS ENTERPRISES; In the event, such changes may be subject to an increase in the cost of the Managed Support Services Agreement.

Renewal: As a convenience this SLA will auto-renew quarterly on the anniversary date of its inception (Three Month Terms) unless written notice is received by ABDS ENTERPRISES 15-days prior to the agreement's anniversary. ABDS ENTERPRISES shall retain the right to review and/or modify the rates of the Managed Support Services Agreement at the time of stated renewal. Any such increases will be provided in writing to Customer (15) days prior to anniversary date and will require the approval of Customer prior to implementation of the increased rates.

Termination: This Managed Support Services Agreement will remain in effect throughout the duration of stated agreement term unless three documented performance lapses of SLA services have occurred during the term. In the event of such a lapse, an SLA Grievance Form will be provided by ABDS ENTERPRISES and require an authorized signature by ABDS ENTERPRISES and Customer. Each occurrence will grant ABDS ENTERPRISES a remedy period of 5 days to resolve SLA Service lapse before SLA Grievance Form will be applied toward the agreement's termination. After the third documented occurrence in a single term, ABDS ENTERPRISES and/or Customer shall have the right to terminate this Agreement within 10 days without further liability and recourse.

ABDS ENTERPRISES reserves the right to terminate this Agreement on the Documented IT Systems herein listed, on thirty (30) days advance written notice.

RATES

SLA Item	Quantity	Amount	Extended Amount
PC(s) Onsite	All	N/A	Included
Server(s) Onsite	All	N/A	Included
Additional User(s)	All	N/A	Included
Onsite Back-Up	All	N/A	Included
Offsite Back-Up	0	N/A	Not Included
Unlimited Phone Support	All	N/A	Included
Total Investment	Per Technician	\$90	\$90 /Hour

SLA Options	Quantity	Amount	Extended Amount
PC(s) Antivirus	20	\$25	\$500
Total Annual Investment			\$500 Annual

Submitted by: _____ x

Date: _____

Authorized by: _____ x

Date: _____

Witnessed: _____ x

Date: _____

Witnessed: _____ x

Date: _____

Prepared by: Adam Dawkins
I.T. Consultant

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 20____ (the "Effective Date"), by and between LSHA ("the Client") and Scott Thompson, with an office located at Lake Shore Hospital (the "Service Provider").

WHEREAS, the Client wishes to obtain the professional services of the Service Provider; and,

WHEREAS, the Service Provider has the knowledge, skill and capability to perform such services for the Client.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services.** The Service Provider is hereby retained by the Client, and Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Services shall be performed in accordance with the timeline set forth in Exhibit A, or any supplemental schedule prepared by the Service Provider and agreed to in writing by an authorized representative of the Client.
2. **Service Requirements.** The Services delivered hereunder shall conform in all material respects to the specifications set forth in Exhibit A and any other requirements agreed upon by the parties in writing. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgment of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations. If the Client deems Service Provider personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. **Nature of Services.**
 - a. **Work Product.** Any and all reports, documentation, files, media and other materials created or produced by Service Provider in connection with the Services rendered hereunder shall be deemed "Work Product."

- b. **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to the Client. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Client, Service Provider agrees to assign and transfer all of its right, title and interest in such Work Product to the Client.

Modifications to Work Product. The Client retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Client.

- c. **Service Provider Proprietary Material.** Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Service Provider ("Service Provider Proprietary Material"). However, if Service Provider incorporates any Service Provider Proprietary Material into any Work Product, or any of the Work Product requires Service Provider Proprietary Material in order to operate or otherwise be use-able by the Client, Service Provider hereby grants the Client a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the Service Provider Proprietary Material as part of the Work Product.

- d. **Third Party Proprietary Material.** The Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party ("Third Party Proprietary Material"). The Client shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material. Service Provider may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of the Client.

- 4. **Payment.** The Client agrees to pay Service Provider \$85 an hour for Services completed in accordance with the terms of this Agreement. The fee shall be due and payable as specified in Exhibit A. The fee shall be payable within thirty (30) days after receipt and approval by the Client. Except as otherwise specified in Exhibit A, Service Provider shall not incur or charge the Client any other fees or expenses without the prior written authorization of the Client. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the Client shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

- 5. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until _____, 20____ unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

6. Entire Agreement. This Agreement, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the Client or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

8. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

9. Remedies. Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 20__

CLIENT

By: _____

Name: _____

Title: _____

Dated: 4/22, 2021

SERVICE PROVIDER

By: _____

Name: Scott Thompson

Title: _____

Attachment(s):

Exhibit A - Services

EXHIBIT A — SERVICES

1. **Statement of Purpose**

2. **Scope of Services**

Provide IT services as needed to the Lake Shore Hospital Building

3. **Project Milestones**

4. **Deliverables and Acceptance Criteria**

Deliverables	Acceptance Criteria

5. **Place of Performance**

Staff Report

May 10, 2021 Regular Meeting

NEW	2
RENEW	12
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN MAY	14
ACTIVE MEMBERS	98
PUBLIC VISITS	44
PRIMARY CARE VISITS – 5 LOCATIONS	
March, 2021	64
YTD (Fiscal year October – Sept)	340
PHARMACY USAGE	
March, 2021	
PATIENTS SERVED	29
RX'S FILLED	75