



Board of Trustees 2022 Meeting Schedule

January 10, 2022

February 14, 2022

March 14, 2022

April 11, 2022

May 9, 2022

June 13, 2022

July 11, 2022

August 8, 2022

**September 12, 2022

October 10, 2022

November 14, 2022

December 12, 2022

**Budget Hearings take place in the month of September and dates will be announced.
Regular Board Meetings are held on the second Monday of the month at 5:15 PM.
Special Meetings may be called as necessary and will be noticed accordingly.
Board Meetings are held in the Conference Room at the LSHA Administrative Complex.

Clinical Expenses

<u>Providers</u>	<u>April-21</u>	<u>May-21</u>	<u>June-21</u>	<u>July-21</u>	<u>August-21</u>	<u>Sep-21</u>	<u>Oct-21</u>
Begum Internal Medicine, LLC	\$ 150.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 150.00	No Report	\$ 100.00
Jean-Felert Cadet, MD	\$ 150.00	No report	No report	\$ 50.00	\$ 50.00	\$ 100.00	No report
Mohammed Choudhury, MD PA	\$ 100.00	\$ 100.00	\$ 100.00	\$ 200.00	No report	\$ 150.00	\$ 100.00
North Florida Primary Care	\$ 2,600.00	\$ 1,900.00	\$ 2,325.00	\$ 1,400.00	\$ 1,700.00	\$ 1,300.00	\$ 1,800.00
Baya Pharmacy East	\$ 100.00	\$ 140.00	\$ 100.00	\$ 112.00	\$ 72.00	\$ 112.00	\$ 96.00
Baya Pharmacy West	\$ 52.00	No report	\$ 16.00	\$ 48.00	\$ 56.00	\$ 48.00	\$ 64.00
North Florida Pharmacy	\$ 104.00	\$ 144.00	No report	\$ 156.00	\$ 164.00	\$ 164.00	\$ 148.00
Needy Meds	\$ 264.00	\$ 264.00	\$ 262.00	\$ 262.00	\$ 266.00	\$ 266.00	\$ 214.00

Lake Shore Hospital Authority - Monthly Review of Funds

6/14/2021

Acct. Type Banking Institution Current Balance APY Term Maturity

Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,000.00	0.15%	6 months	10/15/2021	LOC
CD	Drummond	\$ 3,001,233.12	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,001,233.12	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 2,242,666.16	0.15%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,161,996.28	0.15%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,503,082.80	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,001,233.12	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,114,781.68	0.15%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.15%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 248,674.16	0.15%	9/18/2020		

*Balance as of 5-31-2021

Total \$22,363,264.71

Lake Shore Hospital Authority - Monthly Review of Funds

7/12/2021

Acct. Type Banking Institution Current Balance APY Term Maturity

Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,000.00	0.15%	6 months	10/15/2021	LOC
CD	Drummond	\$ 3,002,507.87	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,002,507.87	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 2,242,518.94	0.15%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,158,476.28	0.15%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,506,269.69	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,002,507.87	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,087,270.08	0.15%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.15%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 178,653.49	0.15%	9/18/2020		

*Balance as of 6-30-2021

Total \$22,269,076.36

Lake Shore Hospital Authority - Monthly Review of Funds

8/9/2021

Acct. Type	Banking Institution	Current Balance	APY	Term	Maturity
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Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,000.00	0.15%	6 months	10/15/2021	LOC
CD	Drummond	\$ 3,003,742.03	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,003,742.03	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 2,219,325.87	0.15%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,153,852.51	0.15%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,509,355.08	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,003,742.03	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,249,078.67	0.15%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.15%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 121,382.06	0.15%	9/18/2020		

*Balance as of 7-31-2021

Total \$22,352,584.55

Lake Shore Hospital Authority - Monthly Review of Funds

9/13/2021

Acct. Type Banking Institution Current Balance APY Term Maturity

Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,000.00	0.15%	6 months	10/15/2021	LOC
CD	Drummond	\$ 3,005,017.85	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,005,017.85	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 2,219,325.87	0.15%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,147,882.26	0.15%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,512,544.63	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,005,017.85	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,229,480.13	0.15%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.15%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 56,679.37	0.15%	9/18/2020		

*Balance as of 8-31-2021

Total \$22,269,330.08

Lake Shore Hospital Authority - Monthly Review of Funds

10/11/2021

Acct. Type Banking Institution Current Balance APY Term Maturity

Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,000.00	0.15%	6 months	10/15/2021	LOC
CD	Drummond	\$ 3,006,294.22	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,006,294.22	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 1,979,325.87	0.10%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,143,662.11	0.10%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,515,735.55	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,006,294.22	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,205,672.02	0.10%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.10%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 238,654.20	0.10%	9/18/2020		

*Balance as of 9-30-2021

Total \$22,190,296.68

Lake Shore Hospital Authority - Monthly Review of Funds

11/10/2021

Acct. Type	Banking Institution	Current Balance	APY	Term	Maturity
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Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,045.89	0.15%	6 months	4/15/2022	LOC
CD	Drummond	\$ 3,007,529.92	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,007,529.92	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 1,930,345.50	0.10%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,141,104.11	0.10%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,518,824.82	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,007,529.92	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,178,786.78	0.10%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.10%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 68,401.32	0.10%	9/18/2020		

*Balance as of 10-31-2021

Total \$21,948,462.45

Lake Shore Hospital Authority - Monthly Review of Funds

12/13/2021

Acct. Type	Banking Institution	Current Balance	APY	Term	Maturity
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Patient Care Fund - Hospital Services*

CD	Ameris Bank	\$ 61,045.89	0.15%	6 months	4/15/2022	LOC
CD	Drummond	\$ 3,008,807.36	0.50%	18 months	10/21/2022	
CD	Drummond	\$ 3,008,807.36	0.50%	18 months	10/21/2022	
Checking	TD Bank	\$ 1,880,345.50	0.10%	Effective 6-6-2019		
Patient Care Fund - Clinical Services*						
Checking	TD Bank	\$ 1,138,964.11	0.10%	Effective 6-6-2019		
Operating Fund *						
CD	Ameris Bank	\$ -			4/15/2021	CLOSED CD
CD	Ameris Bank	\$ -			4/5/2021	CLOSED CD
CD	Drummond	\$ 7,522,018.40	0.50%	18 months	10/16/2022	
CD	Drummond	\$ 3,008,807.36	0.50%	18 months	10/19/2022	
Checking	TD Bank	\$ 1,151,780.23	0.10%	Effective 6-6-2019		
Capital Improvement Fund*						
Checking	TD Bank	\$ 1,027,364.27	0.10%	Effective 6-6-2019		
Lake Shore Hospital Building						
Checking	TD Bank	\$ 60,196.72	0.10%	9/18/2020		

*Balance as of 11-30-2021

Total \$21,868,137.20

DRAFT

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES
Minutes - Regular Meeting
May 10, 2021 5:15 p.m.

This meeting was conducted as a public meeting and a CMT meeting.

Present: Brandon Beil, Chair
Dr. Mark Thompson, Vice-Chair
Stephen M. Douglas, Trustee
Lory Chancy – Secretary/Treasurer

Absent:

Also

Present: Dale Williams, Executive Director
Fred Koberlein, Jr., Attorney
Noah Walker, LCMC
Rick Naegler, LCMC
Barbara Lemley
Tony Britt, Lake City Reporter
Sonja Markham, LSHA Staff
Cynthia Watson, LSHA Staff
Steve Nelson, LCMC
Jill Adams, LCMC
Anne Little, Tough Enough to wear Pink

1 participant participated in the LSHA Virtual CMT Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/CMT Regular Meeting to order at 5:15 pm. Chairman Beil called for additions/deletions to the Agenda. There were two additions to the Agenda. Mr. Dale Williams asked to provide an update to the Trustees regarding the 2020 tax bill on the properties formally leased to CHS and to discuss a conflict regarding the June 14, 2021 LSHA meeting. Chairman Beil called for a Motion to approve the Agenda with the two additions. **Motion** by Dr. Mark Thompson. **Second** by Mr. Stephen Douglas to approve adoption of the Agenda. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Public Comments by Mrs. Barbara Lemley (In Person).

CONSENT AGENDA

Chairman Beil called for additions/deletions to the Consent Agenda. There were none. Chairman Beil called for a Motion to approve the Consent Agenda. **Motion** by Dr. Mark Thompson. **Second** by Mr. Stephen Douglas to approve adoption of the Consent Agenda. All in favor. **Motion carried.**

UNFINISHED BUSINESS

None.

Page 2
Lake Shore Hospital Authority
May 10, 2021

NEW BUSINESS

Anne Little, Representative, Tough Enough to Wear Pink Campaign – Request for Funding

Ms. Anne Little requested a one-time donation to assist people in our community. **Motion** by Mark Thompson to donate \$5,000 to Tough Enough to Wear Pink. **Second** by Mrs. Lory Chancy. Chairman Beil asked for clarification from Mr. Fred Koberlein. Discussion. **Amended Motion** by Mark Thompson to have Tough Enough to Wear Pink to provide us with a letter of acceptance of the \$5,000 donation, acknowledging 1.) the funds are restricted to Columbia County residents only, and 2.) must be spent in a manner to promote the legislative mandate of the Authority. **Second** by Mrs. Lory Chancy. All in favor. **Motion Carried.**

Mr. Fred Koberlein explained the Governors Executive Order 21-102 to the Authority Board. The LSHA needs to comply with authoritative or controlling health standards and continue with State of Emergency Orders. Mr. Dale Williams and Mr. Fred Koberlein will work on protocols regarding these issues.

Request to approve 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.

Mr. Dale Williams asked the Board for approval of Lake Shore Hospital Authority Resolution No. 2021-006. **Motion** by Mrs. Lory Chancy to approve Resolution No. 2021-006. **Second** by Mr. Stephen Douglas. All in favor. **Motion Carried.**

Approval of Proclamations covering the period of April 16, 2021 through May 13, 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 Mrs. Lory Chancy to accept the Proclamations covering the period of April 16, 2021 through May 13, 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.**

Discussion and possible action – Lake Shore Hospital Authority Medical Assistance Plan – Proposed Hospital Payment Agreement with Lake City Medical Center

Mr. Dale Williams informed the Trustees the 4 requested revisions were made to the agreement as discussed in the April, 2021 board meeting. A copy of the revised agreement was reviewed by Mr. Koberlein, as well as Mrs. Lory Chancy. Discussion regarding audit verbiage. Mr. Dale Williams will share the old Lease audit verbiage with the Lake City Medical Center. **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”), subject to clarification of language discussed at the Authority meeting and approved by Mr. Fred Koberlein. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

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Lake Shore Hospital Authority
May 10, 2021

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.

Discussion and possible action – Professional Service Agreements between Lake Shore Hospital Authority regarding IT services for the Lake Shore Hospital Building

ABDS Enterprises

Scott Thompson

Mr. Dale Williams recommended to the Trustees to approve contracting with both parties subject to the appropriate agreement being reviewed and approved by Mr. Fred Koberlein. Discussion.

Motion by Mrs. Lory Chancy to allow Mr. Dale Williams to hire any IT contractor as necessary, and if this exceeds his purchasing authority, he will contact Chairman Brandon Beil for approval.

Second by Dr. Mark Thompson. Mr. Fred Koberlein informed the Trustees there is a Procurement Policy already in place allowing this, so no Motion is needed.

2020 Ad-Valorem Property Taxes – Lake Shore Hospital

Mr. Dale Williams informed the Trustees, Community Health Systems (CHS) has not paid their portion of the 2020 ad valorem taxes on Lake Shore Hospital. The Authority has paid the taxes owed on Lake Shore Hospital, this will eliminate future costs and fees. CHS has apologized, and they are working on repaying the funds to the Authority.

June 14, 2021 Board Meeting Conflict

We have 4 appointed members on the LSHA Board, and each member needs to attend every meeting. Mrs. Lory Chancy has a conflict, and will not be able to attend the June 14, 2021 meeting. Discussion. The June 14, 2021 LSHA Board meeting is cancelled, should anything arise, a Special Meeting will be advertised.

STAFF REPORT

Staff report included in the agenda packet.

BOARD MEMBER COMMENTS

Comments by Dr. Mark Thompson.

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. 2021-006

**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.

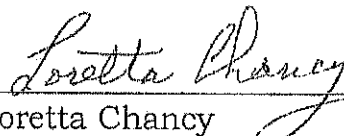
PASSED AND ADOPTED at a meeting of the Board of Trustees of the Lake Shore Hospital Authority of Columbia County, Florida this 10th day of May 2021.

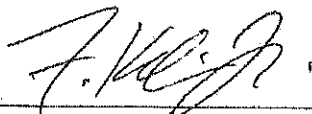
LAKE SHORE HOSPITAL AUTHORITY

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

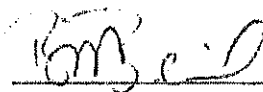
WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in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

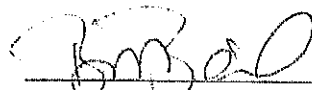
WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in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

DRAFT

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES
Minutes - Informational Meeting
September 13, 2021, 5:15 p.m.

This meeting was conducted as a public meeting and a CMT meeting.

Present: Brandon Beil, Chair

Lory Chancy – Secretary/Treasurer

Absent: Stephen M. Douglas, Trustee

Also

Present: Dale Williams, Executive Director
Fred Koberlein, Jr., Attorney
Steve Nelson, LCMC
Barbara Lemley

Sonja Markham, LSHA Staff
Cynthia Watson, LSHA Staff
Jill Adams, LCMC
Stew Lilker, Columbia County Observer

1 participant participated in the LSHA Virtual CMT Regular Board Meeting.

All items presented at the September 13, 2021 meeting was for informational purposes only

Consent Agenda

Mr. Dale Williams provided in the board packet Consent Agendas for the period June 2021 – September 2021 to show the Trustees expenditures for this period.

Financial Reports

Mr. Dale Williams provided in the board packet Financial Reports for the period May 2021 – August 2021.

Updates – Summary Lake Shore Hospital Facility Transition from CHS to LSHA

Mr. Dale Williams provided in the board packet written updates on the transition of the Lake Shore Hospital from CHS to LSHA for the period June 2021 – September 2021.

Staff Reports

Staff reports were included in the agenda packet for the period June 2021- September 2021.

Mr. Dale Williams explained the status of the Lake Shore Hospital Authority to the Trustees.

BOARD MEMBER COMMENTS

Chairman Beil called for a Motion to adjourn meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

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

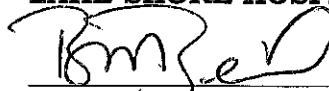
WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in 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 14th 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 20th 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 21st 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 27th 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 28th 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 3rd day of June 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 4th day of June 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 10th day of June 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 11th day of June 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 17th day of June 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 18th day of June 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 24th day of June 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

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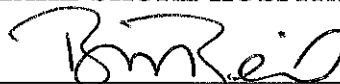
WHEREAS, data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in 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 25th day of June 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 July 2021.

LAKE SHORE HOSPITAL AUTHORITY



BRANDON BEIL, CHAIRMAN

LAKE SHORE HOSPITAL AUTHORITY

Sonja Markham

From: Aaron Johnson <ajohnson@thenoc.net>
Sent: Tuesday, October 26, 2021 3:33 PM
To: Dale Williams; Sonja Markham
Subject: server

Dale,

One thing I forgot to mention on the call is your server. We've kicked the can on it for a little while, and it'll expire on warranty next month and cannot be renewed given the age. Should we quote a replacement (higher project / upfront cost with the same monthly cost) or look at taking you guys to the cloud (lower up front cost but a little higher monthly cost).

I'd like to solve for it by the end of the year, just not something we can let die on us.

Sorry for not running this down with you guys on the phone, we can get together on another call or the next time I am in Lake City (should be next week).

Let me know what general direction you guys feel is a better fit for you and I'll get the project costs put together.

Aaron Johnson
The Network Operations Company

Email: ajohnson@thenoc.net
Web: thenoc.net



Need Support?

Email all support requests to Help@TheNOC.net for an automated ticket creation.
If your support need requires attention right away, feel free to call 904.471.0022 and speak to someone on our support team.



Quote
Quote Number: 1130

Payment Terms:
 Expiration Date: 11/30/2021

Quote Prepared For

Dale Williams
LAKE SHORE HOSPITAL AUTHORITY
 259 NE FRANKLIN ST STE 102
 LAKE CITY, FL 32055-2983
 Phone:386-755-1090
 dale@lakeshoreha.org

Quote Prepared By

Aaron Johnson
The Network Operations Company
 32 Rio Vista Drive
 St. Augustine, FL 32084
 United States
 Phone:904.471.0022

ajohnson@thenoc.net

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
Monthly Items						
1)	1	AWS Virtual Domain Controller AWS t3.Medium with remote access modifications, storage, backup retention policies and subscriptions.	\$389.00	\$140.00	\$249.00	\$249.00
2)	1	AWS Hardware VPN Connectivity Hardware based L2L VPN terminating at the AWS gateway and using their metered connection service.	\$79.00	\$20.00	\$59.00	\$59.00
Monthly Total						\$308.00
One-Time Items						
3)	1	Project Installation - Per Location Project labor for AWS server migration project. This includes the planning, migration and all needed local support as needed. During this migration we will account for the needed operating system uplift and the onsite 2008 server will be decommissioned accordingly.	\$5,500.00	\$1,000.00	\$4,500.00	\$4,500.00
One-Time Total						\$4,500.00
Subtotal						\$4,808.00
Total Taxes						\$0.00
Total						\$4,808.00

Authorizing Signature _____

To initiate your project, please sign this quote and provide 50% payment for the total quote value. If Managed Services (Monthly or Annually) are being provided, our Managed Services written contract will be provided and is to be completed and returned within 14 days of this quote signing. The balance of this project will be billed once all hardware is delivered to site and the agreed upon Scope of Work is completed. Note that delays around third party vendors are not the responsibility of The NOC and the final invoice can be issued if a delay is being created outside of our control.

By signing, you agree to timely pay for all services performed and all materials supplied, and further agree to the following terms: in the event the client fails to pay any invoice and it shall become necessary for the NOC to pursue collection efforts, The NOC shall be entitled to an award of attorney's fees and costs incurred pre-suit, in any litigation, arbitration or mediation, and all appeals. St. Johns County, Florida, shall be proper venue for any litigation involving this agreement. The undersigned waives its right to jury trial.



Quote
Quote Number: 1205

Payment Terms:
 Expiration Date: 11/29/2021

Quote Prepared For

Dale Williams
LAKE SHORE HOSPITAL AUTHORITY
 259 NE FRANKLIN ST STE 102
 LAKE CITY, FL 32055-2983
 Phone:386-755-1090
 dale@lakeshoreha.org

Quote Prepared By

Aaron Johnson
The Network Operations Company
 32 Rio Vista Drive
 St. Augustine, FL 32084
 United States
 Phone:904.471.0022

ajohnson@thenoc.net

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	1	Project Installation - Per Location Project labor for server migration project. This includes the planning, migration and all needed local support as needed. During this migration we will account for the needed operating system uplift and the onsite 2008 server will be decommissioned accordingly.	\$5,500.00	\$1,000.00	\$4,500.00	\$4,500.00
2)	1	Dell PowerEdge Server - Custom Specifications	\$9,775.00		\$9,775.00	\$9,775.00
					One-Time Total	\$14,275.00
					Subtotal	\$14,275.00
					Total Taxes	\$0.00
					Total	\$14,275.00

Authorizing Signature _____

Date _____

To initiate your project, please sign this quote and provide 50% payment for the total quote value. If Managed Services (Monthly or Annually) are being provided, our Managed Services written contract will be provided and is to be completed and returned within 14 days of this quote signing. The balance of this project will be billed once all hardware is delivered to site and the agreed upon Scope of Work is completed. Note that delays around third party vendors are not the responsibility of The NOC and the final invoice can be issued if a delay is being created outside of our control.

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**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.:

Customer	AT&T
Lake Shore Hospital Authority Street Address: 259 NE Franklin St Suite 102 City: Lake City State/Province: FL Zip Code: 32055 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Sonja Markham Title: Administrative Assistant Street Address: 259 NE Franklin St Suite 102 City: Lake City State/Province: FL Zip Code: 32055 Country: USA Telephone: 3867551090 Fax: 3867557009 Email: sonja@lakeshoreha.org Customer Account Number or Master Account Number:	Name: Chris Wadley Street Address: 10375 Centurion Parkway N 4 th Floor City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 9044763100 Fax: Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: Southeast With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This AT&T Business Local Calling ILEC Pricing Schedule is part of the Agreement referenced above. This Pricing Schedule is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

1.2 Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3 Eligible Billing Telephone Numbers (BTNs)

See Attachment B

2. TERM and EFFECTIVE DATES

Term	12 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number ("BTN"), upon implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following Termination or Expiration of the Term	Applicable Service Publication rates then in effect

3. RATES and INITIAL ORDER

- Monthly Recurring Charge (MRC)
- Non-Recurring Charge (NRC)

3.1. Monthly Rates - The rates in this section 3.1 are stabilized until the end of the Term.

State(s)	Line Option Packages	MRC Per BLC Line
AL, CA, FL, GA, NV	Unlimited A (Option A)	\$80.00
AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited A (Option A)	\$70.00
IN, KS, LA, NC	Unlimited A (Option A)	\$60.00
AL, CA, FL, GA, NV	Unlimited B (Option B)	\$75.00*
AR, IL, KY, MI, MO, MS, OH, OK, SC, TN, TX, WI	Unlimited B (Option B)	\$65.00*
IN, KS, LA, NC	Unlimited B (Option B)	\$55.00*

*BLC Unlimited B Package pricing does not include Standalone Vertical Features as identified in the applicable Service Publication

3.2. BLC Unlimited A and B (Standalone Vertical Features) - MRC

Each Standalone Vertical Feature* (as identified in the applicable Service Publication)	MRC
Per BLC line	As per applicable Service Publication

* if vertical feature is not part of Line Option Package

3.3 BLC Unlimited A and B NRC Waivers

Each Standalone Vertical Feature (as identified in the applicable Service Publication)	NRC
Per BLC line	All NRCs are waived, except any NRCs associated with

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

	Standalone Vertical Features added after the initial access line order, as per applicable Service Publication
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3.4 Quantity Commitment

Description	Quantity Commitment
Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment.	5

4. EARLY TERMINATION CHARGE

If Customer terminates this Pricing Schedule before the expiration of the Term, Customer will pay the Early Termination Charge below, subject to the exceptions described herein.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges
BLC access lines subject to Quantity Commitment	AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, AL, FL, GA, KY, LA, MS, NC, SC, TN	\$15.00
Main BTN: 386-755-3584		State of Main BTN: (ex: IL) FL
Early Termination Charge = (Rate for Early Termination Charges) x (Initial Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if:

- (i) Customer concurrently converts to another AT&T access and local usage plan with a term equal to or greater than the time left on the Business Local Calling Plan.
- (ii) Customer concurrently converts to an upgraded technology with AT&T and commits to a term equal to or greater than the time remaining on the Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause.
- (iii) Customer terminates this agreement and executes a new Business Local Calling agreement with a term period greater than the time remaining on the existing Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.

5. GENERAL PROVISIONS

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed to under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/al/product_line.htm
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html
AT&T Florida	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/fl/product_line.htm
AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ga/product_line.htm
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/pdf/ks/index.html
AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ky/product_line.htm
AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/la/product_line.htm
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ms/product_line.htm
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html
AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/nc/product_line.htm
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/sc/product_line.htm
AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/tn/product_line.htm
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS
ATTACHMENT B

BILLING TELEPHONE NUMBER (BTN) LIST

(All Lines under each BTN must be subscribed to a Line Option Package.)

Region (MW, SW, W, SE)	State (ex. FL)	10-digit BTN
SE	FL	386-754-8682
SE	FL	386-754-6871

Region (MW, SW, W, SE)	State (ex: FL)	10-digit BTN
SE	FL	386-752-9302
SE	FL	386-752-2058

If Customer has more than 10 BTNs, list BTNs in the box below.

PHILLIP ROSSINI

Date 8-20-21

M LAKE SHORE

Address

Reg. No.	Clerk	Account Forward		
1	EXTERTOL			
2	WASH			
3	BUILDING			
4	ONE	\$900.00		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

1500-45

A 1-200-0100-000
T-4500000000000000

Your Account Stated to Date - If Error is Found, Return at Once

PHILLIP ROSSINI

Date 8-20-21

M LAKE SHORE

Address

Reg. No.	Clerk	Account Forward		
1	EXTERTOL			
2	WASH			
3	BUILDING			
4	TWO	\$650.00		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

1500-48

A 1-200-0100-000
T-4500000000000000

Your Account Stated to Date - If Error is Found, Return at Once

CONFIDENTIAL SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter "**Agreement**") is entered into between **NeedyMeds, Inc.** ("Licensor") and Rutgers Health Group ("Licensee"), and is in effect from **8/1/21 through 7/31/22** ("**Effective Dates**").

RECITALS

WHEREAS, NeedyMeds, Inc. has all rights necessary to license PAPTracker software (the "**Software**"); and WHEREAS, the Licensee desires to license the Software. THEREFORE, in consideration of the mutual covenants and agreements contained herein, NeedyMeds, Inc. and hereby mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS

"Active Patient" An "Active Patient" means an individual, entered in the PAPTracker software system database whose record is marked "Active" any time during the billing month.

"Agreement" means this Software License Agreement entered into by and between the Licensee and the Licensor.

"Authorized Locations" means locations where the Software is accessed by staff members to enter data.

"Documentation" means, collectively, (a) all user manuals and other written materials related to the Software which are provided to Licensee hereunder, and (b) any and all revisions to the above which are provided to Licensee hereunder.

"Enhancement" means a release of software that provides additional performance, additional functionality, and/or accumulated software changes and improvements, which Licensor markets to the public and/or existing Licensees from time to time to correct deficiencies in, and/or to improve or extend the capabilities of, the Software and its operation. An Enhancement differs from a maintenance release update (which generally come between releases of Enhancements) in that a maintenance release update only corrects bugs or errors in the Software.

"Error" means any statement or omission in the Software that causes or results in an incorrect functioning, or, in the case of Documentation, an incomplete or incorrect statement, and that results,

in either case, in a failure to comply in any material respect with the product description as amended from time to time.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the Associated Regulations, 45 CFR Parts 160-164 and 45 CFR Section 142.308(a)(2).

"Modification" means a programming change, addition or deletion made to the Software that does not rise to the level of an Enhancement.

"Product Description" PAPTracker is a software system that automates the completion of drug manufacturers' patient assistance program (PAP) applications and the order refill process based on patient, medicines and prescriber information provided by licensee. PAPTracker software also provides a comprehensive array of management, service and patient data reports and ancillary administrative functions.

"Software" means the web-based software system provided hereunder as defined in the first recital hereto.

"Term" shall be as defined in Exhibit A of this agreement.

ARTICLE 2 LICENSE

2.1 **Grant.** Licensor hereby grants to Licensee a non-exclusive, non-transferable right and license for the staff of Licensee to use the Software at the Authorized Locations and the Documentation subject to the restrictions in this Agreement.

2.2 **Scope of Use** Licensee may use the Software for its general business purposes. The Software and Documentation may not be assigned, sublicensed or otherwise transferred by Licensee. The Software and Documentation contain confidential information and trade secrets of Licensor. Licensee may not modify, disable any licensing or control features, reverse compile or reverse assemble the Software or Documentation, or rent, lend, lease, or create derivative works of the Software or Documentation or any part thereof except and only to the extent that such activity is expressly permitted by applicable law. Notwithstanding this limitation, Licensee shall access or use only the Software to process transactions and data originated by the individual Licensee and its patients for authorized locations listed in this agreement.

2.3 **Deliverables** Pursuant to the provisions of this Section, Licensor shall provide a license to Licensee for the Software.

2.4 **Delivery and Acceptance** Delivery and acceptance of the Software under this Article 2 shall be complete when access to the Software is received by Licensee ("**Acceptance**").

2.5 **Ownership.** Licensor represents and warrants that it has authority to grant rights to Licensee as granted hereunder. The Software and Documentation are copyrighted by, proprietary to and a trade secret of Licensor's software provider. Licensor's software provider retains the title, ownership and intellectual property rights in and to the Software, Documentation and all subsequent copies regardless of the form or media. The Software and Documentation are protected by the copyright laws of the United States and international copyright treaties. Licensee shall not remove any trademark, copyright or other proprietary rights notices on the Software or Documentation or any materials provided by Licensor. This Agreement is not a sale of the Software.

2.6 "**Product Description**" PAPTracker is a web-based software system that automates the completion of drug manufacturers' patient assistance program (PAP) applications and the order refill process based on patient, order and prescriber information provided by licensee. PAPTracker software also provides a comprehensive array of management, service and patient data reports and ancillary administrative functions.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 **No Express or Implied Warranties.** Any and all expressed or implied warranties, such as warranties of merchantability (including but not limited to merchantability of computer programs) and fitness for a particular purpose are expressly excluded. There is no warranty that information provided hereunder, Licensor's efforts, or the software provided hereunder will fulfill any of Licensee's purposes or needs.

3.2 **No Warranties of Information Rights or Accuracy.** Warranties of noninterference with information, non-infringement, and accuracy of informational content are expressly excluded. Competing claims may exist and licensor grants only such rights as it actually possesses. Except for the express warranties stated in this contract, if any, the software and documentation are provided with all faults, and entire risk of satisfactory quality, performance and accuracy and effort is with Licensee.

3.3 **Standards of Conduct** Licensee shall conduct all activities in a manner calculated to conform to the highest standard of business ethics and to preserve the good name and reputation of NeedyMeds, Inc. and the PAPTracker software system.

ARTICLE 4 LIMITATION OF LIABILITY

Waiver of Consequential Damages, Etc. Licensor shall not be liable for indirect, special, consequential or punitive damages (including loss of income, profits or goodwill) arising under or in relation to this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, and each party hereby waives any claims with respect thereto.

ARTICLE 5 FEES

5.1 **License Fee.** Licensee shall pay Licensor the fee in Exhibit A of this agreement ("**License Terms**").

5.2 **Payments in Arrears.** Failure to make payments in a timely manner may result in suspension of service or termination by Licensor as provided in Article 6, 6.2 below and in Exhibit B of this agreement.

ARTICLE 6
TERM AND TERMINATION

6.1 **Term** The term of the license granted under this Agreement is as provided in Exhibit A ("**License Terms**") of this agreement.

6.2 **Termination by Licensor** This Agreement may be terminated by Licensor for cause in the event that Licensee is in default of any material obligation under this Agreement, and fails to cure the default within five (5) days after receiving written notice specifying in reasonable detail the nature of the default. Causes for termination may include but are not limited to: failure to pay fees as outlined in Exhibit A, disclosure of confidential information as described in Article 7, violation of any provisions of HIPAA and activities which do not conform to the standards of conduct described in Article 3.

6.3 This agreement may also be terminated by Licensor, for any reason, upon 30 days written or e-mail notice to the Licensee.

6.4 **Termination by Licensee** This agreement may be terminated by the Licensee, for any reason, upon 30 days written notice to the Licensor. Licensee is responsible for all fees incurred prior to termination date.

6.5 **Effect of Termination** In the event of termination of this Agreement, Licensee's license to use the Software pursuant to Article 2 shall cease immediately if terminated for cause or at end of 30-day termination notice and all Licensor obligations hereunder shall be extinguished. Notwithstanding the foregoing, all provisions hereof relating to Confidential Information shall survive the termination of this Agreement.

6.6 **Remedies** The rights and remedies provided in Section 6.2 are in addition to any other rights and remedies provided at law or in equity. If a party defaults, the other party may resort to any other remedies to which that party would have been entitled if this Section had been omitted from this Agreement. Termination under this Section is without prejudice to any rights or claims which that the terminating party may otherwise have against the defaulting party.

ARTICLE 7
CONFIDENTIALITY AND NON-DISCLOSURE

7.1 **Confidentiality** Licensee acknowledges that certain information it will acquire from Licensor

is of a special and unique character and constitutes Confidential Information. Having acknowledged the foregoing, Licensee agrees (a) to exercise the same degree of care and protection with respect to Licensor's Confidential Information as Licensee exercises with respect to its own Confidential Information, and (b) not to directly or indirectly disclose, copy, distribute or allow access to any Confidential Information of Licensor; provided, however, (i) Licensee may disclose Confidential Information, on a "need to know" basis only, to its employees who have a need to know and who have a legal duty to protect such Confidential Information; and (ii) Licensee may disclose Confidential Information if so required by law (including court order or subpoena), provided, however, that Licensor may require Licensee to request the appropriate court or governmental body to seal the record that will contain such Confidential Information. The provisions of this Article 7 shall survive beyond the termination of this Agreement.

7.2 **Definition.** For purposes of this Agreement, "**Confidential Information**" means any data or information disclosed by Licensor to Licensee, which is (i) material to the Licensor and not generally known by or disclosed to the public or to persons who can obtain economic value from disclosure or use of the data or information, or (ii) is marked or noticed by Licensor as "Confidential." To the extent consistent with this definition, "Confidential Information" includes, without limitation, the terms of the Agreement and its schedules and exhibits, the Software and the Documentation. "Confidential Information" does not include information that (i) was already in the Licensee's possession and received from a party other than the Licensor without notice that it was wrongfully obtained, (ii) is in the public domain, or (iii) is required to be disclosed by operation of law, regulation or other legal process.

7.3 **Appropriate Actions.** Licensee agrees to take appropriate action with respect to Licensee's employees, agents or consultants to ensure that the obligations of this Article 7 can be satisfied. Licensee shall take all reasonable steps, including, if requested by Licensor, the use of Non-disclosure and Confidentiality Agreements in form reasonably acceptable to Licensor, to ensure that such Confidential Information is not disclosed or used by the Licensee's employees, consultants, attorneys or accountants in contravention of this Agreement.

7.4 **Notice of Unauthorized Disclosure.** Upon

learning of (i) any unauthorized disclosure or use by Licensee's employee, agent or consultant of the Licensor's Confidential Information, or (ii) any requirement to disclose such Confidential Information by operation of law, regulation or other legal process, Licensee agrees to notify Licensor promptly and in writing, and to cooperate fully with the Licensor to protect such Confidential Information.

7.5 Injunctive Relief. The Licensee acknowledges that any unauthorized use or disclosure of any Confidential Information may cause irreparable damage to the Licensor and that Licensor will be entitled to seek injunctive and other equitable or legal relief to prevent or compensate for such unauthorized use or disclosure.

7.6 Compliance with HIPAA. The Licensor agrees to protect the integrity and confidentiality of the protected health information as provided in Exhibit C of this Agreement ("**Compliance with the Health Insurance Portability and Accountability Act (HIPAA)**")

ARTICLE 8 GENERAL PROVISIONS

8.1 Assignment: Binding Effect, Etc Licensee shall not assign this Agreement or its rights and obligations hereunder without the prior written consent of the Licensor. Licensor shall not assign this Agreement or its rights and obligations hereunder without the prior written consent of the Licensee. This Agreement shall be binding upon and inure to the benefit of the parties' respective permitted successors and permitted assigns.

8.2 Third Party Beneficiaries Any third party licensor or software provider to Licensor shall benefit from and have the right to enforce the provisions of this Agreement.

8.3 Notices All notices and other communications required or permitted to be given under this Agreement ("**Notices**") shall be in writing, reference this Agreement and addressed to the party's address as specified in this agreement, or to such other address that a party provides as required by this Section 8.3.

A Notice shall be deemed given when (i) sent by confirmed facsimile ("FAX"); or (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid

Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto.

8.4 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior or contemporaneous proposals, oral or written, understandings, representations, conditions and all other communications between the parties relating to such subject matter. Each party represents and warrants to the other party that in entering into this Agreement it has not relied on any representations, promises or assurances from the other party or any employee, officer, director, representative, or attorney of the other party not expressly contained in this Agreement. Any other terms or conditions shall not be incorporated herein or be binding upon either party unless expressly agreed to in writing by both parties.

8.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void. Further, this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same intended objective. If the remainder of this Agreement shall not be affected by such illegal, unenforceable or void provision and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

8.6 Waiver. No delay or omission by either party to exercise any right or power hereunder shall impair any right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other party or any breach

thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise, and may be enforced concurrently therewith or from time to time.

8.7 **Headings.** Captions, headings and titles in this Agreement are for reference purposes only and

are neither part of this Agreement nor to be used for purposes of interpreting the parties' intent.

8.8 Each party shall do, or cause to be done, all such further acts, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further documentation as the parties mutually agree is required to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

Licensor:

NeedyMeds, Inc.

By: _____
Printed Name: Sam Landry
Title: Software Sales Manager

Date: _____

For Licensor:

NeedyMeds, Inc.
Box 219
Gloucester, MA 01931
Telephone: (978) 281-6666
FAX: (206) 260-8850
Email: sam.landry@needymeds.org

Licensee:

By: _____
Printed Name:
Title:

Date: _____

For Licensee

Business Name:
Street:
City, State, Zip:
Phone:
FAX:
Email:

Exhibit A
LICENSE TERMS

PAPTracker fee schedule

Monthly service fee		
Active patients	Charge per patient per month	Examples of monthly fees
1-124	\$2.00 (\$25 minimum)	30 actives x \$2 @= \$60
125-724	\$0.50	500 actives: (124 x \$2 = \$248) + (376 x 0.50 = \$188) = \$436
725-1000	\$0.10	800 actives: (124 x \$2 = \$248) + (600 x 0.50 = \$300) + (76 x \$0.10 = \$7.60) = \$555.60
1001 or more	\$575.00	

TERM

The **term of the license** granted hereunder shall be **from 8/1/21 through 7/31/21**

Upon expiration, the term of this Agreement will renew for a 12-month period, unless either Party provides to the other Party at least 30 days written notice of its intention not to renew this Agreement. Such extended term(s) shall remain subject to the terms and conditions of this Agreement unless otherwise agreed to by the Parties in writing.

Exhibit B

Invoices, Payment and Late Payment Penalties

Invoicing and Payment:

NeedyMeds e-mails invoices for PAPTracker monthly service fees by the 15th of the month. PAPTracker fees are based on the previous month's activity. Payment is due in full by the 20th of the following month. PAPTracker accounts with unpaid balances after the 20th of the following month are in arrears.

For example, invoices for March service will be e-mailed by April 15th. Payment in full is due by May 20th. If payment in full is not received by May 20th an account is in arrears.

Late payment penalties:

- If your account is in arrears, NeedyMeds will:
 1. Place a 30-day expiration date notice on your PAPTracker sign-in page. Expiration notices will be removed when payment in full for unpaid balances are received.
 2. Suspend access to your account if payment in full is not received by the expiration date. All data you have entered will be preserved. When payment in full is received, your account will be reactivated. There is a \$25 charge for reactivation. The reactivation charge will be added to your next invoice.
- Termination
If payment in full is not received within 60 days of the suspension date, NeedyMeds will terminate your software licensing agreement and delete your data.

Returned checks and rejected credit card payments: NeedyMeds will add a \$25 fee for "bounced" checks and credit card transactions rejected for insufficient balance.

Invoices shall be e-mailed to (please complete):

Name: _____ Title: _____

E-mail: _____ Phone: _____

Billing address: _____

Street Address or PO Box, City, State, Zip: _____

You may pay by check or major credit card

Please note: Credit card payments will be debited the same day invoices are e-mailed.

Credit card information:

Name on Card: _____

Address _____

City, State, ZIP _____

Card number: _____

Exp date: ____/____

Communication: It is your responsibility to keep invoice information current. Address all inquiries and notices about invoices and payments to:

Fred Witte, Accounts Manager
NeedyMeds
Box 219
Gloucester, MA 01931

Email: fred@needymed.org Telephone: (978) 281-6666 FAX: (206) 260-8850

Exhibit C

Compliance with the Health Insurance Portability and Accountability Act (HIPAA)

I. Overview:

- A. Purpose. The purpose of this provision to this agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA") and Associated Regulations, 45 CFR Parts 160-164, as may be amended (hereinafter referred to as the "Privacy Rule") and 45 CFR Section 142.308(a)(2), as may be finalized in an amendment, and amended (hereinafter referred to as "The Chain of Trust" requirement).

The Privacy Rule requires Licensee to obtain written assurances from Licensor that Licensor will appropriately safeguard protected health information (hereinafter referred to as "PHI"). The Chain of Trust provision requires that a contract involving an exchange of protected health information protect the integrity and confidentiality of the protected health information.

- B. Licensee and Licensor have entered into a relationship under which Licensor, as a Business Associate of the Licensee, may receive, use, obtain, access or create protected health information from or on behalf of Licensee in the course of providing the following services for Licensee:

II. Permitted Uses and Disclosures:

Except as otherwise limited in this Agreement, Licensor may use or disclose protected health information to perform functions, activities or services for, or on behalf of, Licensee as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if performed by Licensee.

- A. Except as otherwise limited in this Agreement, Licensor may use protected health information for the proper management and administration of the Licensor or to carry out the legal responsibilities of the Licensor.
- B. Except as otherwise limited in this Agreement, Licensor may disclose PHI for the proper management and administration of the Licensor, provided that the disclosures are required by law, or that Licensor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential, or used or further disclosed only as required by law.
- C. Except as otherwise limited in this Agreement, Licensor may use protected health information to provide data aggregation services to Licensee as is permitted by 42 CFR 164.504(e)(2)(I)(B).

III. Safeguards for Protection of PHI:

Licensor will implement and maintain commercially appropriate security safeguards to ensure that PHI obtained by or on behalf of Licensee is not used or disclosed by Licensor in violation of this Agreement. Said safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, access or created from or on behalf of Licensee. Security measures maintained by Licensor shall include administrative safeguards, physical safeguards, technical security services and technical security mechanisms as are necessary to protect such PHI.

IV. Obligations of Licensee:

- A. Licensee shall provide Licensor with the notice of privacy practices that Licensee produces in accordance with 45 CFR 164.520 upon request as well as any changes or amendments to any notices requested by Licensor.

- B. Licensee shall provide Licensor with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect Licensor's permitted or required uses and disclosures.
- C. Licensee shall notify Licensor of any restriction to the use or disclosure of PHI that Licensee has agreed to in accordance with 45 CFR 164.522.
- D. Licensee shall not request Licensor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Licensee. This provision of the Agreement shall not apply to data aggregation or management in administrative activity services performed by Licensor if authorized pursuant to this Agreement.

V. Reporting and Mitigating the Effects of Unauthorized Disclosure:

If Licensor has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Licensor will immediately notify Licensee in accordance with the notice provisions of this Agreement. Licensor will establish and implement procedures and other reasonable efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosures of PHI.

VI. Use and Disclosure of PHI by Subcontractors, Agents or Representatives:

Licensor will require any subcontractor, agent or other representative that is authorized to receive, use or have access to PHI obtained or created under this Agreement, to agree, in writing, to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Licensor under this Agreement. Such Agreement shall identify Licensee as a third party beneficiary with rights of enforcement in the event of any violations.

VII. Individual Rights:

Licensor will comply with the following individual rights requirements as applicable to PHI used or maintained by Licensor:

- A. Right of Access – Licensor agrees to provide access to PHI, at the request of Licensee in the time and manner designated by Licensee, to Licensee or, as directed, to an individual in order to meet the requirements of 45 CFR 164.524.
- B. Licensor agrees to make any amendments to PHI that Licensee directs or agrees to pursuant to 45 CFR 164.526 at the request of Licensee or an individual, and in the time and manner designated by Licensee.
- C. Rights of Licensee to Documentation of Disclosures – Licensor agrees to document such disclosures of PHI as would be required by Licensee to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Licensor agrees to provide to Licensee or an individual, in the time and manner designated by Licensee, such information collected in order to permit Licensee to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

VIII. Audit Inspection by Licensee to Monitor Compliance:

With reasonable notice, Licensee may audit Licensor to monitor compliance with this Agreement. Licensor will promptly correct any violation of this Agreement found by Licensee and will certify in writing that the correction has been made. Licensor will make its internal practices, books, records and policies and procedures relating to the use and disclosure of PHI received from or created or received by Licensor on behalf of Licensee, available to the Federal Department of Health and Human Services ("HHS") and the Office of Civil Rights ("OCR") for purposes of monitoring compliance with the Privacy Rule.

IX. Term and Termination:

- A. Term. This provision of the Agreement will become effective on the effective date of this Agreement and shall remain in effect for the duration of all services provided by Licensor and for so long as Licensor shall remain in possession of any PHI received from, or created and received by Licensor on behalf of Licensee.
- B. Termination. Licensee may immediately terminate this Agreement if Licensee determines that Licensor has breached a material term of this Agreement.
- C. Effective Termination. Upon termination of this Agreement, Licensor will recover any PHI relating to this Agreement in the possession of its subcontractors, agents or representatives and destroy all such PHI plus all other PHI related to the Agreement in its possession and will retain no copies.

X. Compliance with Privacy Rule:

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Licensee to comply with the Privacy Rule. The parties agree to amend the Agreement from time to time as necessary for Licensee to comply with the requirements of the Privacy Rule and HIPAA.

January 12, 2021

TO: LSHA Trustees

Fred Koberlein, Jr. – Attorney

FR: Dale Williams, Executive Director

RE: Conceptual Matrix –

Lake Shore Hospital Building Occupation

Based upon the conversation from the January 11, 2021 LSHA Trustee Meeting I thought it might be beneficial to outline how determining the final occupation of the Lake Shore Hospital might progress. This progression is based on my thoughts and is obviously subject to changes approved by the Trustees; nonetheless, this matrix may serve as a tool to guide understanding of the process, keeping in mind the current goal of the Lake Shore Hospital Authority Board is to find a tenant for Lake Shore Hospital.

LAKE SHORE HOSPITAL BUILDING OCCUPATION MATRIX

STEP 1 - Find a new building lessee that provides hospital services determined to be critical within the community.

STEP 2 – If STEP 1 is successful, finalize negotiations and contract with the new lessee. If STEP 1 is not successful, move to STEP 3.

STEP 3 – Determine if parties other than those who provide hospital services are interested in leasing all or part of the building. This determination should be divided into two groups. Group one are those parties who provide medical related services (i.e. nursing care, clinics, etc.). Group two is all other interested parties. If STEP 3 is not successful, move to STEP 4.

STEP 4 – The Trustees will decide on one of the following options:

- 1.) Determine a minimum level of service for Lake Shore (i.e. humidity control , continued lawn maintenance, etc.) and prepare the building to be kept in inventory for an extended period of time.
- 2.) Offer the building for sale or “gift” the building (STEP 5), and
- 3.) Raise the building (STEP 6)

STEP 5 – This step will require the Trustees to declare the building as surplus prior to taking bids or “gifting” the property. It will also require that any bid conditions be established (i.e. minimum bid, specific time to occupy, etc.).

STEP 6 – This step will require the Trustees to declare the building as surplus. It will also require competitive bids be taken. A lead paint and asbestos survey will be required by either the Authority or the “awarded” party prior to commencing work.

Staff Report

	<u>May-21</u>	<u>June-21</u>	<u>July-21</u>	<u>August-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>
New	1	3	1	2	2	1	1
Renew	9	17	12	9	14	7	13
Ineligible	0	0	0	0	0	0	0
Total	10	20	13	11	16	8	14
Active	95	94	89	88	83	76	75
Public Visits	25	35	33	46	22	25	29