

DRAFT

**LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES
Minutes - Regular Meeting
January 10, 2022 5:15 p.m.**

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

Present: Brandon Beil, Chair
Stephen M. Douglas, Vice-Chair
Lory Chancy – Secretary/Treasurer
Don Kennedy, Trustee

Absent:

Also

Present: Dale Williams, Executive Director
Fred Koberlein, Attorney
Steve Nelson, LCMC
Karl Plenge, NOC
Barbara Lemley
Austin Evans
Matthew Ganskop
Jacob Winters
Don Savoie, CEO Meridian Healthcare
Tina Seifert, Board Member Meridian Healthcare
Stew Lilker, Columbia County Observer
Sonja Markham, LSHA Staff
Cynthia Watson, LSHA Staff
Tony Britt, Lake City Reporter
Roy Handy
Azie Handy
Destiny Evans
Garrett Morrison
Slyvester Warren

2 participants 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 none. Chairman Beil called for a Motion to approve the Agenda. **Motion** by Mrs. Lory Chancy. **Second** by Mr. Stephen Douglas to approve adoption of the Agenda. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Public Comments by Mrs. Barbara Lemley and Mr. Stew Lilker.

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 Mrs. Lory Chancy. **Second** by Mr. Stephen Douglas to approve adoption of the Consent Agenda. All in favor. **Motion carried.**

Page 2
Lake Shore Hospital Authority
January 10, 2022

NEW BUSINESS

Don Savoie, CEO Meridian Behavioral Healthcare – Request for space

Mr. Dale Williams introduced Don Savoie, who made a presentation regarding the need for space on behalf of Meridian Behavioral Healthcare. Mr. Savoie also supplied the Trustees with the latest Annual Report for Meridian Behavioral Healthcare.

Request for Approval – Olustee Festival Parking

Mr. Dale Williams informed the Board of the request made by the Blue Grey Army for Olustee Festival parking. He reminded the Trustees the Authority deeded 12 vacant lots to the City of Lake City. The lots requested for parking are included in these lots. The deeds granted from the Authority to the City are restricted to the construction of a new city hall and ancillary uses. In order to avoid any possible issues with the request, Mr. Williams asked the Trustees to acknowledge the request and the intended use so he can prepare a letter to Ms. Faye Bowling and state final approval needs to come from City Hall. The Authority did so with the comment that festival organizers need to remove any garbage from the lots used. **Motion** by Mrs. Lory Chancy to have Mr. Dale Williams write the letter previously stated. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

UNFINISHED BUSINESS

Update and possible action – LSHA Transfer of property to City of Lake City (Re: New City Hall)

Mr. Dale Williams gave the history of the Authority deeding property to the City of Lake City for a new City Hall. Mr. Williams requested authorization to write the City of Lake City a letter asking the lots to be deeded back to the Authority if the City was not going to use them. Discussion. **Motion** by Mrs. Lory Chancy to ask City Hall that if the property is not going to be used for a new City Hall that the Reverter clause become active. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

Update and possible action – Creation of a new RFP/Statements of Interest for Lake Shore Hospital Campus

Mr. Williams updated the Trustees on the status of the RFP/Statements of Interest. The Trustees are considering holding a workshop in early March to move forward with the RFP process.

STAFF REPORT

Staff report included in the agenda packet.

DRAFT

Page 3
Lake Shore Hospital Authority
January 10, 2022

BOARD MEMBER COMMENTS

Comments by Mrs. Lory Chancy.

Chairman Beil called for a Motion to adjourn meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

January 28, 2022

TO: LSHA Trustees

FR: Dale Williams

RE: Facilities Staff – Lake Shore Hospital Campus

This is to remind you that Dendy Herndon, Director of Facilities Operations officially retired December 31, 2021. Dwayne Cunningham, Maintenance Tech, has been promoted to replace Dendy. The current staffing is 1 employee.

In reviewing the Maintenance Tech opening, Dwayne has expressed that in his opinion the same position is not needed. In lieu of the Maintenance Tech position it is recommended that a new position, "Building Attendant", be created. A proposed job description of the new position is attached and approval is requested. The new position will be part time and will not exceed \$15 per hour.

PART TIME BUILDING ATTENDANT

Lake Shore Hospital Authority
Board of Trustees
PO Box 988
Lake City, Florida 32056-0988

January 20, 2022

Hours: 24 + hours per week

GENERAL DESCRIPTION

Responsible for various duties in maintaining appearance and functionality of the Hospital Authority buildings and grounds. The building attendant position will work with considerable independence but will be supervised by the Director of Facilities Operations.

ESSENTIAL FUNCTIONS

- Clean debris from sidewalks, entrances, and trash receptacles daily
- Monitor and repair sprinkler systems
- Clean and maintain interior rooms as needed
- Perform preventative checks on building equipment, and inform Director of any issues
- Routine maintenance tasks such as changing bulbs, checking locks, and replacing air filters
- Performs other duties as assigned by the Director of Facilities Operations

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of general janitorial and maintenance tasks
- Ability to keep records and prepare reports
- Ability to navigate computer programs such as MS word, Excel, Email

MINIMUM QUALIFICATION REQUIREMENTS

- High school or equivalent
- General building maintenance knowledge
- Basic computer skills/knowledge
- Valid Florida Driver's License is required
- Must have the physical ability, strength, capability and flexibility sufficient to perform the job functions in the work environment
- A comparable amount of training, education or experience can be substituted for the minimum qualifications

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

This position description approved by the Board of Trustees on: _____

Brandon Beil - Chairman

Dale Williams - Executive Director

January 28, 2022

TO: LSHA Trustees

FR: Dale Williams

RE: Hospital Security Services Agreement

DSI Security Services provides 24-7 security services for the Lake Shore Hospital Campus. The monthly cost averages \$10,500 depending on the number of holidays. DSI is requesting an increase in their hourly "bill rates" as follows:

Site Supervisor	\$16.94 to \$19.04
Security Officer	\$14.84 to \$16.94

LSHA did not solicit bids for these services when the hospital closed. LSHA assumed the contract that was in place with Community Health Systems. Approvals is requested to seek bids for renewal of the security services contract.

Overtime rates apply for the below listed holidays:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

Overtime occurring on any of the above listed holidays will be billed at the overtime rate.

Overtime will only be billed with the approval of the Customer; however in the event that abnormally bad weather conditions and/or natural disasters create road conditions that prevent our personnel from getting to or from their posts, the overtime incurred by DSI for officers stranded on the job (in a working status) and the overtime for replacement officers filling posts when the normally assigned officer is stranded at home or in his/her community shall be billable to the Customer. This paragraph will in no way give relief to DSI for shortages of manpower due to illness, vacation or any other normal operational function.

Customer agrees that DSI is authorized to adjust billing rates for any increase in costs caused by government-mandated increases in wages, benefits or payroll-based taxes. Any increase in cost will be accounted for in, and become a part of each periodic bill.

4. **TERMS:** DSI will bill the Customer x Weekly. Payment shall be made by the Customer to DSI without discount, not later than thirty (30) days after the date of billing. Past due accounts shall bear a service charge of the lesser of two percent (2%) per month or the legal maximum rate allowed. Modification to this Agreement may require changes in quoted prices.
5. **EMPLOYEES**
 - a. All security officers furnished by DSI will be the employees of DSI, an independent contractor, and not employees of the Customer, and will be subject to direct supervision and control of DSI. DSI will have the sole responsibility to pay the wages, taxes (including but not limited to Social Security and Federal and State Unemployment Taxes) and all other expenses relating to each employee of DSI. DSI shall be responsible for the hiring, training and supervision of such employees. All orders relating to security officer duties given by the Customer will be strictly enforced.
 - b. Notwithstanding any other provision in this agreement, and because Customer has sole control over the condition of its premises, Customer warrants and represents that it will provide and maintain safe working conditions for DSI personnel.
 - c. DSI employees will be assigned to the Customer's facility without regard to race, color, age, creed, national origin, gender or any other status for which employees are protected by Federal, State, or Municipal law.
 - d. DSI designated representatives will directly supervise the employees provided to Customer at Customer's facility.

6. **HIRING:** It is agreed that DSI is not an employment agency and the security officers it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security officers, it is agreed that the Customer will not hire any security officer from DSI while the security officer is still employed by DSI, or for ninety (90) days after termination of the security officer from DSI. Customer agrees to pay a placement fee of \$1000 for every DSI employee that Customer hires in violation of this agreement.

7. **LIABILITIES AND INDEMNITIES**

- a. Customer agrees that DSI is not an insurer and the amounts payable hereunder are based on the value of services offered and not the value of Customer's interests being protected, or the potential for loss of property. DSI does not guarantee or promise that a loss will not occur. DSI undertakes no liability to Customer and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in loss or damage.
- b. DSI shall indemnify and hold harmless the Customer, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitee") from and against any loss, damage, injury liability, claim or lien for injury to person or property, or death of a person, resulting from the negligence or willful misconduct of DSI in the performance of DSI's work herein. DSI shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of any such person resulting from the negligence or willful misconduct of Indemnitee or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on Indemnitee. The Customer shall notify DSI promptly of any known written claims or demands against it in connection herewith.
- c. The Customer shall indemnify and hold harmless DSI, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitee") from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, costs and attorney's fees) for injury to person or property or death of a person, including injury to or death of Customer's agents or employees, resulting from the negligence, or willful misconduct of the Customer, or its agents or employees, or a dangerous or defective condition on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on the Customer, its agents or employees, limited to the extent of coverage limits afforded to the Customer under Florida's sovereign immunity limits. The Customer shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or lien for injury to person or property or death of any person resulting from the negligence or willful misconduct of Indemnitee. DSI shall notify the Customer promptly of any known written claims or demands against it in connection herewith. The Customer agrees to indemnify and hold harmless DSI and its employees, from any and all loss, damage, injury liability, claim or cause of action for injury to person or property arising out of the detention of any person by DSI employees upon direction of the Customer, except for such loss, death or injuries occasioned by the willful misconduct or negligence of said employee in detaining a suspect, and only to the extent of coverage limits afforded to the Customer under Florida's sovereign immunity limits.

- d. In the event DSI is brought into a lawsuit or indirectly by the Customer through a cross-complaint seeking indemnity based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Customer agrees to indemnify and hold harmless DSI from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event the Customer fails to obtain apportionment respecting DSI.
 - e. The Customer agrees to indemnify and hold harmless DSI and its employees, from any claims of discrimination based on race, color, national origin, sex, age, religion, or disability arising from acts performed by DSI employees pursuant to the directions of Customer, except for such claims of discrimination occasioned by the willful misconduct or sole negligence of said DSI employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgments or settlements in connection therewith.
 - f. Customer hereby waives any and all rights of subrogation that any insurer of Customer may have against DSI.
8. **FORCE MAJURE:** The obligations of DSI hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond DSI's reasonable control.

9. **INSURANCE**

- a. DSI maintains, for its own protection, general liability, automobile liability, and employee fidelity coverage.
 - b. Customer agrees to assume all risks of loss or damage to its premises occurring as a result of fire, theft, or other casualty and Customer agrees that it will maintain insurance to fully protect Customer against such damage.
10. **CANCELLATION:** Either party may cancel this Agreement at any time upon thirty (30) days written notice by Certified Mail. Notice for DSI under this agreement shall be sent to DSI SECURITY SERVICES 600 West Adams Street, Dothan, Alabama 36303. The date the notice is postmarked shall serve as the beginning of the 30 day notice period.

11. **DEFAULT**

- a. Notwithstanding any other provisions of this agreement, DSI may terminate this agreement immediately, without notice, and exercise such other rights and remedies as permitted by law, if Customer fails to pay any amount due or if any proceeding is commenced or threatened against Customer under the Bankruptcy Code or any other Debtor's law, or if Customer makes, or threatens to make, an assignment for the benefits of creditors.
- b. In the event that the Customer shall default and DSI shall deem it necessary to refer its claim for collection from the Customer to its attorneys, customer acknowledges that all payments due under this

Agreement are payable in Columbia County, Florida, and therefore, the venue for any action filed by DSI for collection of said payments shall be in Columbia County, Florida. Customer also agrees to pay any and all reasonable attorneys fees and costs incurred by DSI in the process of collecting past due amounts.

12. **ENTIRE AGREEMENT AND INTERPRETATION:** This agreement constitutes the entire agreement and understanding between the parties. This agreement shall be enforced under the laws of the state of Florida. The Agreement may not be modified orally, but only in writing signed by the parties hereto. Any failure by DSI at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of DSI at any time to avail itself of same. If there is a discrepancy between any document and the Agreement, then the Agreement and any attachment or addendum thereto shall govern. If there is a discrepancy between the Agreement and any other document comprising part of or attached to the Agreement, then the Agreement shall govern. This Agreement shall be binding upon successors, assigns or transferees of Customer.

DSI SECURITY SERVICES

CUSTOMER: LAKE SHORE HOSPITAL AUTHORITY

Signature: Tommy A. Hayes

Signature: Dale Williams

Print Name: Tommy A. Hayes

Print Name: DALE WILLIAMS

Title: Branch Manager Jacksonville, FL

Title: EXECUTIVE DIRECTOR

Sonja Markham

From: Dale Williams
Sent: Wednesday, February 2, 2022 12:00 PM
To: Brandon Beil (brandon@brandonbeil.com); Don Kennedy; Lory Chancy (Lory@ncfrs.com); Stephen M. Douglas (stephen@candlermoses.com)
Cc: Sonja Markham
Subject: CCPHU - Dental Services
Attachments: Memo Lake Shore Hospital Authority Request DOH -Columbia-11-02-2021 signed (003).pdf

Trustees:

Please find attached a letter prepared by Tom Moffses, Director, CCPHU regarding the cost for the Authority to add dental services to the Authority's Medical Assistance Plan. It was my original intention to discuss this "addition" as part of the discussions regarding future use of the buildings on the Lake Shore Hospital Campus. The current status of the CCPHU dental program has changed; therefore, this item needs to be discussed in a more timely fashion. I have scheduled this item on the February 14, 2022 agenda for discussion. The only action that I am requesting from the Trustees is permission to meet with county and CCPHU staff to bring back a final proposal and operational plan. It is my intent to perform this in a time frame that allows for us to discuss the matter in our already scheduled March workshop.

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

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor


Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

MEMORANDUM

DATE: November 2, 2021

TO: Dale Williams, Executive Director
Lake Shore Hospital Authority

FROM: Thomas Moffses, Administrator
Columbia County Health Department 

SUBJECT: Medical Assistance Plan

Lake Shore Hospital Authority (LSHA) continues to support a medical assistance plan in Columbia County. The Columbia County Health Department is interested in partnering with LSHA in a "no new cost model" to the Health Department in order to support primary care and emergent dental service to adults under LSHA's medical assistance plan.

After reviewing the needs for the clients and to ensure the Columbia County Health Department remains whole, the following costs were calculated.

1. (1) F/T Medical provider. Total cost, including all benefits on a yearly basis: \$190,051.
2. (1) F/T Dentist. Total cost, including all benefits on a yearly basis: \$174,757.
3. Dental Startup cost, one time: \$243,000.

After discussion with the County Manager, David Kraus, we believe the dental startup costs can be covered under current COVID funding provided to Columbia County. These funds are available to enhance medical facilities and provide services to the clients of Columbia County.

If the LSHA is willing to discuss the cost of the F/T Medical and Dental provider in a 3–5 year contractual arrangement with Columbia County Health Department, please let me know in order to have further discussions and a possible contract.

If you have any additional questions/concerns, please call me directly. 386-466-6680.

Staff Report

February 14, 2022 Regular Meeting

NEW	1
RENEW	6
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN DECEMBER	7
ACTIVE MEMBERS	62
PUBLIC VISITS	23

PRIMARY CARE VISITS – 5 LOCATIONS

December, 2021	29
YTD (Fiscal year October – Sept)	106

PHARMACY USAGE

December, 2021	
PATIENTS SERVED	27
RX'S FILLED	74