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LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Minutes - Regular Meeting - August 8, 2022, 5:15 p.m.

This meeting was conducted as a public meeting and a Virtual 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
Garrett Morrison
Destiny Evans
Cynthia Watson, LSHA Staff
Austin Evans
Matt Ganskop
Rebecca Daight
Rev. Lilly Cortes
Ray and Azie Handy
Aynslee Gunnells
Payton Gonells
Helen Colley
Gabriel Hudson
Zoraley Reed
Sonja Markham, LSHA Staff
Virginia Wilson
Karl Plenge, NOC
Samuel Boadi, HCA Florida
Barbara Lemley
Themla Holmes
April Ganskop
Joseph Kirby
Rev. Reifredo Chacom
Tyleke Jernigan
Bryneigh Robars
Jeawif Tullery
Morgan McMullen
Pedro Perry

7 participants participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/Virtual Regular Meeting to order at 5:15 p.m. Due to not having a quorum at 5:15 p.m., Chairman Beil changed the order of the Agenda, to the presentations since no action would be taken on them.

Presentation by Garrett Morrison, representing Remnant Ministries. (please see attachment)

After the presentation by Mr. Morrison, the Authority had a quorum; therefore, Chairman Beil called for additions/deletions to the agenda. Mr. Dale Williams requested to comment on Multi-Specialty Research Associates at the appropriate time and to have a conversation re: RFP for Legal Services. Chairman Beil called for a Motion to approve the Agenda with the additions. **Motion** by Mr. Stephen Douglas to approve adoption of the Agenda. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

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INDIVIDUAL APPEARANCES

Comments by Ms. Barbara Lemley.

CONSENT AGENDA

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

Mr. Dale Williams informed the Board there was not a representative for Multi-Specialty Research Associates at the meeting. He updated the Board that staff continues to work with Multi-Specialty regarding a partnership with an entity that may end up utilizing hospital campus space.

Presentation by Matthew Ganskop, representing The Worship Room. (please see attachment)

Chairman Beil asked for a break due to changing the recording tape.

Chairman Beil reconvened the Lake Shore Hospital Authority Board Meeting.

Request for Approval – Final- U.S. Treasury Purchase Denominations

Mr. Williams informed the Board staff purchased the Treasury Bonds as directed by the Trustees:

#1 - \$9,999,112.03, the yield is 3.021%, 10, 014 bonds were purchased. The interest distribution will be two (2) times a year and the interest will go into the LSHA operating account.

#2 - \$7,999,442.25, the yield is 2.915%, 7,967 bonds were purchased.

Mr. Williams is requesting acknowledgement from the Trustees that the transactions were made. **Motion** by Mrs. Lory Chancy to acknowledge final purchase of the U.S. Treasury Notes. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

Update – Hope Bridges VA Transitional Housing Proposal and Your ER Solutions, LLC

Mr. Williams informed the Trustees that contract negotiations were ongoing with each entity. Specific contract terms were being discussed.

Chairman Beil asked for a concrete plan from both companies by the September 12th Board Meeting.

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An update was given by Mr. Williams on any efforts to assist Florida Gateway College and Meridian Behavioral Healthcare.

Mrs. Lory Chancy made a request to Mr. Fred Koberlein to research and give a legal opinion if the Authority may rent public property to a faith-based organization.

Mr. Williams informed the Board the responses for the RFP for Legal Services is due August 15th. A discussion on whether to call a special meeting or present the RFP responses at the September 12th Board Meeting. If proposals are received, or should a draft contract for Hope Bridges or Your ER Solutions, a Special Meeting will be set up depending on Trustee schedules.

FY 2022-2023 Budget Workshop

No action was requested at this time. The following was presented for Trustees to review prior to the First Budget Hearing scheduled for September 12th.

LSHA FY2022-2023 Budget – Consolidation of Funds

Richard Powell, CPA, External Auditor for the LSHA is recommending that the Authority consolidate the five (5) current funds of the Authority into three (3) funds. I have discussed this recommendation with staff and have no issues. A letter explaining the consolidation is attached.

Medical Assistance Program

An increase in Medical Assistance Program expenses is requested. This request is due to expected changes in the qualifying criteria for citizens applying for the program.

Lake Shore Hospital Campus Buildings

1.) Lake Shore Hospital – The hospital is expected to be leased in the coming fiscal year. Based on prior Trustee actions, the lease shall provide that the lessee pays for all repairs, maintenance and utility expenses. Upon execution of the lease, no expenses (other than insurance covering the exposures of the Authority) should accrue to the Authority. As the exact date a lease will become effective is unknown, I am recommending that we budget for 3 months of expenses in the new fiscal year.

NOTEIn the event the hospital lease should not be finalized, the Trustees have authorized the razing of the hospital facility. In this event, a budget amendment will be submitted to cover the estimated expenses.

2.) Medical Plaza (2 Story – Women’s Center) – This building is expected to be utilized as an Urgent Care Center in the next fiscal year. The building is currently in good shape. It is expected that the Authority will have to clean, paint, upgrade lighting, improve the landscape, and make parking lot repairs. It is expected that in addition to the capital repairs/improvements listed above, the Authority will have to subsidize operating costs for a period (estimated to be one

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year). Due to this, budgeting a full year of operating expenses for FY 2022-2023 is recommended.

3.) Physical Therapy Building (1 Story – Reye’s Office) – No decision pertaining to this building has been made as of this date. Until a decision is made, it is recommended that the Authority budget a full year of expenses.

NOTE This building has documented issues with one AC unit and one section of the roof. These issues existed before CHS terminated their lease. No action was taken by the Authority pending a decision on the use of the building. The FY2022-2023 budget provides funding to make these repairs.

Lake Shore Hospital Authority Office Building/Record Storage Building

Full funding for annual operating cost for this building is recommended.

NOTE I will be recommending that the executive offices of the LSHA be moved in order to co-locate with the Urgent Care Center. The purpose of this recommendation is to be on site where the medical “point of service” is located. It is believed this move will streamline the process for qualifying eligible Columbia County residents. Should this move occur, these buildings become available for lease.

Salaries

I am requesting a raise for employees Cynthia Watson, Sonja Markham, and Dewayne Cunningham. Justification for the raises is attached.

Request by Mrs. Lory Chancy to make an adjustment for a Dental Lab.

UNFINISHED BUSINESS

None.

STAFF REPORT

Staff report included in the agenda packet.

BOARD MEMBER COMMENTS

None.

Chairman Beil called for a Motion to adjourn meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

LAKE SHORE HOSPITAL AUTHORITY

REQUEST FOR PROPOSALS REGARDING
STATEMENTS OF INTEREST RESPONSE FORM

TO: Lake Shore Hospital Authority
259 N.E. Franklin Street, Suite 102
Lake City, FL 32055

RE: Statement of Interest Regarding the Lake Shore Hospital Authority and Lake
Shore Hospital

FR: Company Name: Bennant Ministries
Company Address: 1226 Yorktown Glen
Lake City FL 32025

Contact Person: Garrett Morrison
Contact Information: Phone: 386-365-5683
E-Mail: trippy1992@live.com

Our entity would like to express an interest in working with Lake Shore Hospital
Authority in the following capacity(ies): (Check all that apply)

Affiliation _____
Lease _____
Merger _____
Partnership _____
Joint Venture _____

Please attach a narrative explaining your intended use and the specific
building(s) you are interested in occupying on the Lake Shore Regional Medical
Center campus.

Remnant Ministries is a growing group of individuals striving to see growth in our community. Garrett Morrison is a pastor, basketball coach and small business owner of Everlasting Effect. Destiny Evans is a mental health counselor with a bachelors in elementary education, master's degree in professional counseling, targeted case manager, and working to obtain MCAP. Austin Evans works in finances as well as running a small online company.

The Why:

Lake City, Florida is in real need of revival and we believe the area of Lake Desoto and Lake Shore Hospital is a prime candidate to bring about such change. This area is a hotspot with tons of potential that offers many activities for a wide range of individuals from different age groups, racial backgrounds, and different social classes. We, Remnant Ministries, have committed ourselves to dedicated prayer at the Darby pavilion every Tuesday since the very beginning of January of 2021 and have not missed a week. We have chosen this place due to it having a special place in our heart and during this process we have developed a passionate connection with it. We have had the privilege to reach people through our consistent efforts. During this time, we've seen the darkness that plagues our community through the brokenness of drugs, homelessness, and violence on full display. We are seeing many people, especially young people, perishing due to the lack of knowledge and due to their hopelessness turning to many outcomes that are crippling their future. Throughout it all, we have been moved with compassion on behalf of our community and have been privileged to witness mighty moves of God all year long. There is hope for our community and we believe that begins with a generation who will not simply stand aside but will become forerunners that are willing to get in the trenches and serve on the frontlines.

Mission statement:

God has given us a vision for lake city and Lake shore hospital will serve as a lighthouse who will pierce through the darkness and permeate throughout all of Lake City. Remnant ministries want to work with the community to

Hospital 1 level 2:

Substance abuse and Recovering area, AA meeting area, individual counseling services, and providing for their needs.

Hospital 1 level 3:

Homeless care area, providing a place to get clean, new set of clothes, employment opportunities, place to sleep for a night, housing opportunities, and connections to health care opportunities.

Hospital 1 level 4:

Mothers and their Children area, providing a place for abused or struggling mothers and their children to get clean, new set of clothes, employment opportunities, place to sleep for a time, setting up with case management, health care, and housing opportunities.

PT building front side:

Adult's Mental Health care using insurance or additional resources. Providing case management, employment opportunities, group counseling, individual counseling, and smoke cessation program.

PT building back side:

Children's Mental Health care, Parenting assistance program for children with mental health struggles, signing up for youth programs, life skills classes, summer programs, jobs opportunities (16-18), Teacher assistance program for children with mental health struggles (working with local schools), and wraparound program.

Large 2 story building level 1:

Youth floor, after school care, tutoring/homework help, anti-bullying program working with local schools, Big brother/sister program, sports programs, Art program, Gardening and life skills program and youth services for church.

Large 2 story building level 2:

Teen level, after school care, tutoring/homework help, anti-bullying program working with local schools, Big brother/sister program, sports programs, Art program, Gardening and life skills program and teen services for church.

Back small building:

Providing a week's worth of food for those that apply and clothing twice a month to those who apply (working with the worship room business).

Storage building:

Everlasting Effect business building, screen print, office area, shipping area for merch sales. (working with the Everlasting Effect business)

Additional request of Helipad area and additional land space:

We visualize the creation of a basketball court for the youth and rec center as an addition to our after school programs for children and teens providing a space for the youth to occupy their time to keep them out of trouble. We will offer public access to different activities where people can share their same interests and hobbies such as cornhole, pickleball, volleyball etc. All while providing a central hub of basketball operations for youth and adult leagues, training facility, and use by the local schools as needed. We plan to work with already established resources and enlist the assistance of like minded individuals like Mario Coppick to work towards the vision for the youth.

The how:

To accomplish the mission, we plan to work to create a unified mission by recruiting like minded individuals to come alongside to accomplish this overall goal. Some of these individual/facilities Pastor Clyde Douglas Community Revival Center, Crystal Hair at Camp Anderson, The Worship Room, Lake City Humane Society, Christian Service Center, Lutheran Services, Pastor Michael Childs Saturate Lake City, Pastor Keith McDuffie Higher Heights, deeper depths, Pastor Travis Buchanan City Church, Pastor Mark Cady Christian Fellowship Church, Ramona Park Church, Pastor Terry Shiver Christ Community, Pastor Chad and Erin Rogers Wellspring Church, Brian Dicks Hopeful Baptist, and Jon Dugger Kingdom House. Nonetheless we hope that you too can believe in the vision for our communities future and overall well being.

LAKE SHORE HOSPITAL AUTHORITY

**REQUEST FOR PROPOSALS REGARDING
STATEMENTS OF INTEREST RESPONSE FORM**

TO: Lake Shore Hospital Authority
259 N.E. Franklin Street, Suite 102
Lake City, FL 32055

**RE: Statement of Interest Regarding the Lake Shore Hospital Authority and Lake
Shore Hospital**

FR: Company Name: The Workshop Room
Company Address: 162 NW Ridge Wood Avenue
Lake City FL 32055
Contact Person: Matthew Ganskop
Contact Information: Phone: (386)867-0292
E-Mail: mattganskop@gmail.com

**Our entity would like to express an interest in working with Lake Shore Hospital
Authority in the following capacity(ies): (Check all that apply)**

Affiliation	<u> </u>
Lease	<u> ✓ </u>
Merger	<u> </u>
Partnership	<u> ✓ </u>
Joint Venture	<u> ✓ </u>

**Please attach a narrative explaining your intended use and the specific
building(s) you are interested in occupying on the Lake Shore Regional Medical
Center campus.**

February 21, 2022

Lake Shore Hospital Authority
259 N.E. Franklin Street, Suite 102
Lake City, FL 32055

Dear Dale Williams and the Lake Shore Hospital Authority Board of Trustees,

Thanks for extending an invitation for a statement of interest. We're excited to share our vision for community service, partnership, and contribution in hopes for your consideration of providing facility(ies) for our purpose.

In 2019, we began with a mission of engaging the needs of the community, especially our local indigent population. Whether the needs were physical, emotional, or spiritual, we sought to identify goals, solve problems, and bring restoration in a way that confirms dignity and self-respect. Less than a year later, during the COVID pandemic, we successfully organized delivery of over a million pounds of food to families in need.

Since then, we've set up a clothing closet and created a space for weekly worship and monthly community engagement events among a list of other projects. During this time, we've helped many people experiencing homelessness and food insecurity and have had first-hand experience with the plight of these individuals. Also, we've connected and partnered with people having a wide range of experience including various degrees in counseling, mentorship, advocacy, and case management.

We've also worked with and created relationships with organizations providing food pantries, shelters, detox facilities, and various rehabilitation programs in Florida, Georgia, Texas, and Arkansas. One of our goals is not to re-create programs that other local organizations are already doing well, but to come alongside them for greater impact and effective, positive outcomes.

We are currently in the process of securing grants and corporate funding to expand and sustain the vision for our resource center. This will employ a staff including family support advocates, office assistants, supervisors, and intake specialists. Here's a condensed description for some of the services and roles:

Intake Specialists: To assist with immediate needs and help determine the best path towards self-sufficiency and successful community living.

Advocates and Case Management / Counselors: To provide regular appointments with help in the following areas:

- Apply for food, medical, and financial assistance
- Apply for housing
- Apply for Social Security benefits
- Help with homelessness
- Help with food insecurity
- Life skills

- Financial Literacy
- Medical Health assistance
- Substance abuse issues
- Employment
- Training
- Veteran Care
- Re-Entry institutions

Community Engagement and Networking: Consistently networking with agencies, resources, and community programs. Keeping updated accounts of partnerships and services for the agency as well as the families we serve.

Transitional Housing and “Steps” Program: A hands-up instead of hands-out approach providing shelter and mentorship to individuals in a recovery stage, especially recovering from substance abuse. This would require demonstration of commitment to betterment through taking “steps”, completing curriculums, attending counseling and mentorship meetings to award housing and basic necessities for weeks or possibly months. This would be a major cornerstone of our program. Too often, individuals well on their way to recovery, hold a job for a short time only to end up finding no housing away from their prior substance abuse life. Sadly, this type of situation causes many to slip back into the life they were trying to break free from.

Mental Health: Proactive mental health improvement is one of the overarching goals in most of our programs and functions. Education and access to care are key elements.

- Support groups
- Healing activities
- Worship events / Spiritual guidance
- Community social meetings
- Exercise
- The arts

Youth Activity and After School Program: We are currently collaborating with multiple local organizations in planning a youth activity center.

Long-term care: Many people are living in a cycle of crisis and this is all that they’ve known. We are creating a team of counselors, mentors and life coaches that will walk with each client long-term, even after they have completed a program.

We are asking to lease the Bedoya building for the Transitional Housing program. We are also interested in more detailed discussions for possible use of other buildings.

Matthew Ganskop
President, The Worship Room Inc.



Powell & Jones
Certified Public Accountants

Richard C. Powell, Jr., CPA
Marian Jones Powell, CPA

1359 S.W. Main Blvd.
Lake City, Florida 32025
386 / 755-4200
Fax: 386 / 719-5504
admin@powellandjonescpa.com

July 6, 2022

Mr. Dale Williams
Executive Director
Lake Shore Hospital Authority
259 NE Franklin St.
Lake City, Florida 32055

Dear Dale,

FUND STRUCTURE

As we have discussed, the current fund structure of Lake Shore Hospital Authority (LSHA) is based upon compliance with the terms of the prior Lease Agreement which is no longer in effect.

To simplify and make LSHA's finances more transparent, I recommend the Board consolidate the funds as follows:

CURRENT FUNDS		CONSOLIDATED FUNDS
Operating Fund		Operating Fund
Patient Care - Hospital Services	>	Healthcare Services
Patient Care - Clinical Services	>	
Capital Improvement		Buildings Administration
Lake Shore Hospital Building		

This consolidation should be effective September 30, 2022.

INVESTMENTS

Under the consolidated structure the new funds would have the following approximate cash and investment balances based upon the June 30, 2022 balances:

FUND	BALANCE	AVERAGE INTEREST RATE	ESTIMATED ANNUAL EARNINGS
OPERATING	\$ 11,400,000	0.50%	\$ 57,000
HEALTHCARE SERVICES	8,600,000	0.50%	43,000
BUILDING ADMINISTRATION	1,000,000	0.40%	4,000
	<u>\$ 21,000,000</u>		<u>\$ 104,000</u>

LSHA Operating Fund - Proposed Budget - October 2022 through September 2023

	Actual		Budget		Proposed	
	Oct '17 - Sep 18	Oct 18 - Sept 19	Oct 20 - Sept21	Oct 21-June 22	Oct 21-Sept 22	Oct 22-Sept 23
Income						
Interest Income	\$ 39,752	\$ 105,987	\$ 122,308	\$ 42,581	\$ 65,000	\$ 300,000
Miscellaneous Revenue	833	2,697	20	387	-	-
Other Income	6,839	315	5,601	243	-	-
Rental Income	441,596	440,684	187,222	-	-	-
Total Income	489,020	549,683	315,151	43,211	65,000	300,000
Gross Profit	489,020	549,683	315,151	43,211	65,000	300,000
Expense						
Accounting Services	22,169	15,184	23,053	3,300	25,000	25,000
Advertising	4,874	3,171	884	2,232	4,000	4,000
Bank Fees	38	150	-	150	500	500
Communications Expense	7,190	6,187	6,887	5,319	7,000	7,000
Dues & Subscriptions	1,604	1,444	4,192	483	2,500	2,500
Employee Expense	340	169	704	321	500	750
Insurance						
Property	7,191	7,038	8,062	1,286	7,500	8,000
Workers' Compensation	717	719	754	8,704	1,000	1,000
Directors & Officers Liability	-	19,890	24,024	50,000	24,000	50,000
General Liability	-	1,974	22,775	22,775	18,000	23,000
Total Insurance	7,908	29,621	55,615	82,765	50,500	82,000
Janitorial Expense	5,238	4,359	3,240	2,430	5,000	5,000
Lawn Maintenance	5,774	8,916	5,142	4,954	8,000	8,000
Legal Services	25,895	30,858	31,433	18,673	30,000	30,000
Licenses	75	75	75	2,769	1,800	3,000
Miscellaneous Expense	1,336	99	11,044	-	3,000	3,000
Office Expense	7,908	-	-	-	-	-
Computer/Network related	10,778	9,327	17,537	16,927	17,000	18,000
Miscellaneous Supplies	1,167	1,464	2,662	119	2,500	2,500

	Oct '17 - Sep 18	Oct 18 - Sept 19	Oct 20 - Sept21	Oct 21-June 22	Oct 21-Sept 22	Oct 22-Sept 23
Office Supplies	5,328	7,629	4,134	3,093	5,000	5,000
Website Maintenance	1,044	1,954	1,918	1,713	2,500	5,000
Office Expense - Other	1,408	96	3,122	1,579	2,000	2,000
Total Office Expense	27,634	20,470	29,373	23,431	29,000	32,500
Postage	401	413	421	434	500	500
Professional Services	1,850	-	731	-	2,000	2,000
Repair & Maintenance						
Building	370	295	-	-	2,000	2,000
Equipment	4,878	5,469	4,775	3,304	5,000	5,000
Repair & Maintenance - Other	190	-	1,738	1,550	2,000	2,000
Total Repair & Maintenance	5,437	5,764	6,513	4,854	9,000	9,000
Sales Tax	34,814	34,792	-	-	-	-
Utilities						
Electric	7,830	7,556	5,468	4,583	7,000	7,000
Garbage Disposal	321	301	320	251	400	500
Water, Sewer, Gas	4,614	5,650	4,087	3,031	5,800	6,000
Total Utilities	12,764	13,507	9,875	7,865	13,200	13,500
66000 · Payroll Expenses						
Payroll Taxes	13,856	11,855	12,571	9,319	12,500	15,000
Retirement Contributions	26,138	16,625	12,761	9,854	13,500	19,400
Wages	181,130	154,973	148,986	98,548	176,610	194,271
66000 · Payroll Expenses - Other	242	232	-	1,502	300	300
Total 66000 · Payroll Expenses	221,365	183,685	174,318	119,223	202,910	228,971
66900 · Reconciliation Discrepancies	(37)	(1)	(0)	-	-	-
69800 · Uncategorized Expenses	531	215	20,431	2,070	-	-
Property taxes			187,222	-	-	-
Total Expense	387,199	359,080	571,153	281,271	699,020	457,221
Net Income	101,821	190,603	(256,002)	(238,060)	(329,410)	(157,221)
Interfund Transfer Out	-	-	-	-	-	(500,000)
Beginning Fund Balance	9,369,101	9,470,922	11,284,504	11,028,504	8,000,000	10,000,000
Ending Fund Balance	\$ 9,470,922	\$ 9,661,525	\$ 11,028,502	\$ 10,790,444	\$ 7,670,590	\$ 9,342,779

LSHA Healthcare Services Fund

Proposed Budget

October 2022 through September 2023

	Actual Oct '17 - Sep 18	Actual Oct 18 - Sept 19	Actual Oct 20 - Sept 21	Actual Oct 21-June 22	Budget Oct 21 - Sept 22	Proposed Oct 22-Sept 23
Ordinary Income/Expense						
Income						
Ad Valorem Tax - Current	\$ 2,289,064	\$ 2,476,258	\$ 1,143		\$ -	\$ -
Ad Valorem Tax - Delinquent	11,114	-	4,693	1,020	-	-
Interest Income	29,722	95,008	34,669	22,619	8,000	240,000
Miscellaneous Income	44,263	5,650	10,130	21,557	-	-
Total Income	2,374,163	2,576,916	50,635	45,196	8,000	240,000
Gross Profit	2,374,163	2,576,916	50,635	45,196	8,000	240,000
Expense						
Tax Collector Fees	37,261	36,240	-	-	-	-
Property Appraiser Fees	85,656	85,579	-	-	-	-
Other Expenses	35	723	94,729	-	-	-
Indigent Care	-	-	-	-	-	-
Physician Reimbursement	159,872	116,972	-	-	-	-
 Indigent Care - Other	1,333,853	864,186	93,237	30,402	265,000	350,000
Total Indigent Care	1,493,725	981,158	93,237	30,402	265,000	350,000
Total Expense	1,616,677	1,103,700	187,966	30,402	265,000	350,000
Net Ordinary Income	757,486	1,473,216	(137,331)	(14,797)	(257,000)	(110,000)
Net Income	757,486	1,473,216	(137,331)	(14,797)	(257,000)	(110,000)
Beginning Fund Balance	5,232,585	5,990,072	9,986,759	9,849,428	10,250,000	9,900,000
\$	\$ 5,990,071	\$ 7,463,288	\$ 9,849,428	\$ 9,834,631	\$ 9,993,000	\$ 9,790,000

**LAKE SHORE HOSPITAL AUTHORITY
BUILDINGS ADMINISTRATION FUND
PROPOSED BUDGET 2022-2023 FISCAL YEAR**

	ACTUAL OCT 20-SEPT 21	ACTUAL OCT 21-JUNE 22	BUDGET OCT 21- SEPT 22	PROPOSED OCT 22-SEPT 23
Expenditures				
Computer/Internet	\$ 4,861	\$ 1,539	\$ 2,500	\$ 625
Insurance	296,063	-	130,000	32,500
Lawn Maintenance	32,010	26,205	35,000	8,750
Licenses	1,019	107	1,000	250
Office Expense	177	1,282	500	125
Total Payroll	317,087	87,452	250,000	33,000
Pest Control	7,036	5,193	8,000	2,000
Postage	8	-	10	-
Repair/Equipment	39,465	19,468	40,000	15,000
Security	135,416	101,401	150,000	37,500
Utility - Electric	188,319	115,248	190,000	50,000
Fire Alarm	1,619	2,285	2,000	2,000
Utility - Phone	14,059	4,068	15,000	3,000
Utility - Water/Sewage	133,621	87,449	150,000	32,000
WW Gay	1,819	-	5,000	1,250
Other Expenses	581	2,076	-	-
Renovations- Reyes Building	-	-	-	110,000
Renovations-Womens Center	-	-	-	260,000
Total Expenditures	1,173,160	453,773	979,010	588,000
Interfund Transfer In	740,000			500,000
BEGINNING CASH	1,557,964	1,124,804	1,100,000	200,000
ENDING CASH	\$ 1,124,804	\$ 671,031	\$ 120,990	\$ 288,000

August 4, 2022

TO: LSHA Trustees

FR: Dale Williams

RE: FY2022-2023 Budget – Salary Increase Justification

The last salary increase approved for Authority employees (Cynthia and Sonja. The Director of Facilities Operations position was not an Authority position at the time) was FY 2019-2020 (effective October 1, 2019). The amount of the increase was 3%. In addition, each employee received \$233 annually (approximately 11 cents per hour) due to the adjustment in the health insurance subsidy provided to each employee in lieu of health insurance.

At the end of the current fiscal year (September 31, 2022), it will have been two (2) full years since a salary adjustment has been authorized. FY 2022-2023 will begin the third year. During the past two years, the U.S. inflation rate has been 4.698 (Annual, 2021) and 9.060 (June, 2022). During these same years, local government agencies provided the following salary adjustments to their employees:

Columbia County Schools –

2020 – 3% + \$500 Bonus

2021 - \$2,000 Bonus

2022 – Not Determined

City of Lake City –

2020 – N/A

2021 – 2%

2022 – Not Determined

Columbia County Board of County Commissioners –

2020 - \$1,000 Bonus

2021 - \$2.00 per hour, per employee (minimum)

2022 – Not Determined

For purposes of preparing the PRELIMINARY FY2022-2023 BUDGET, I have included an increase of 10% in wages for budgetary purposes. I am requesting that Trustees consider the information provided and authorize a salary adjustment to Authority employees.

City of Lake City

The City did not receive a raise in the 2019 budget year but received a 2% raise for the budget year effective 10/1/2020.

2022 - Our budget meetings will be August 16 and 17 so I won't know officially until then.

Board of County Commissioners

2019 – 2020 Fiscal Year - \$1,500 for less than \$30K salaries, \$1,000 for \$30K - \$50K salaries, \$500 for more than \$50K salaries

2020 – 2021 Fiscal Year - \$1,000 bonus BCC app 12.17.20

2021 – 2022 Fiscal Year - \$2.00 minimum increase BCC app 9/2/21 & 9/16/21

Columbia County School District

2022: Nothing currently in the works.

2021: \$2,000 Bonus Only

2020: 3% and \$500 Bonus

2019: 3% and \$1,000 Bonus

OCTOBER 2022

DID YOU KNOW? As cool weather and warm firelight bring us together after the early sunset, don't forget to make fire safety a priority. Ensure you have a charged, working fire extinguisher easily at hand on each level of your home and in any garage or outdoor gathering area you use. Everyone in your household should know how to operate the fire extinguisher so there is no lost time if it is needed. And make sure your chimney, flue or firepit is in good shape before your first use of the season.

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

PLEASE ARRIVE ALIVE

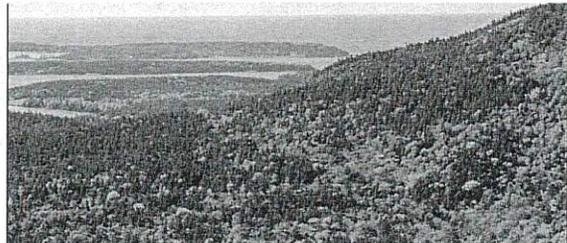


SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



1

2 ● FIRST QUARTER

3 City Meeting

4

5

Yom Kippur

6
BOCC Meeting

7

8

9 ○ FULL MOON

10

Columbus Day
Thanksgiving Day (Canada)

11

12

13

14

15

16

17 ● LAST QUARTER
City Meeting

18

19

20
BOCC Meeting

21

22

23

30

24

31

Halloween

25 ● NEW MOON

26

27

28

29

COMMERCIAL OFFICE SPACE LEASE AGREEMENT

LESSOR:

Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, Florida 32055

LESSEE:

Columbia County, Florida
P.O. Box 1529
Lake City, FL 32056-1529

WHEREAS, the LAKE SHORE HOSPITAL AUTHORITY, a body politic of the State of Florida, (hereinafter the "Lessor" and the "Authority"), maintains a commercial building located at 259 NE Franklin Street, Lake City Florida 32055 (hereinafter the "Property") within which commercial office space is vacant; and

WHEREAS, Columbia County, Florida, a political subdivision of the State of Florida, (hereinafter the "Lessee" and "County"), is desirous of leasing the above-described commercial office space for providing COVID-19 related purposes.

NOW, THEREFORE, for and in consideration of good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the Property (hereinafter the "Premises" or "Property").

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, building regulations, and permits. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicability of the uses contemplated by the Lessee, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The term of this Lease shall be month to month in accordance with Florida law and upon the terms and conditions of this lease commencing when the Lessee takes possession of the Premises.

3. **RENT:** The rent shall be paid monthly, in advance, in the amount of \$10.00 per month, together with all applicable sales tax. The rent shall be delivered by U.S. mail or hand delivered to Lake Shore Hospital Authority, 259 NE Franklin Street, Suite 102, Lake City, FL 32055 during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent. Lessee shall be entitled to a setoff of the entire monthly rental amount for each month it provides COVID-19 related services to the indigent residents of Columbia County, Florida.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor and Lessee or to such other address as Lessor or Lessee may so designate by writing to the other. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for COVID-19 purposes. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all local, state, and federal laws and regulations, breach of which shall be cause for cancellation of this Lease. The Lessee shall at all times maintain all required and applicable licensing and permits. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about the premises or the building that lessor deems necessary or

desirable. Lessee shall have no claim or cause of action against lessor by reason of lessor's entry except as provided in Section Ten (10) of this agreement.

10. **INTERRUPTION OF SERVICES OR USE:** Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against lessor or to any abatement in rent, and shall not constitute constructive or partial eviction unless lessor fails to take reasonable measures to restore the service without undue delay. If the premises are rendered untenable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those made with lessee's consent or caused by misuse or neglect by lessee or lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenability.
11. **CONDITIONS OF LESSOR'S LIABILITY:** Lessee shall not be entitled to claim a constructive eviction from the premises unless lessee has first notified lessor in writing of the condition or conditions giving rise to the eviction. If the complaints are justified, and lessor has failed within a reasonable time after receipt of the notice to remedy the conditions, lessee is entitled to claim a constructive eviction.
12. **LESSOR'S RIGHT TO SHOW PREMISES:** Lessor may show the premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective lessees, during business hours on reasonable notice to Lessee.
13. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises. Further, Lessee agrees that the interests, in the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.
14. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

15. **ACCUMULATION OF WASTE OR REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.
16. **UTILITIES:** Lessee agrees to pay all charges related to telephone and internet utilities. Electricity, water, sewer, and gas utilities shall be provided to the Premises, or common area, by the Lessor at no additional expense to the Lessee.
17. **INSURANCE:** Lessee agrees to insure its property at all times. Lessee agrees that Lessor shall not be held liable for any loss or damage to Lessee's property.
18. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive only three (3) months after the termination of this Agreement. Compliance with any insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.
19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain

directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease. The foregoing notwithstanding, Tenant may (a) assign this Lease, in whole or in part, to any entity owned by, owning or under common ownership or control with Tenant, or (b) assign this Lease to a purchaser of Tenant's assets or business.

20. **ENVIRONMENTAL ISSUES:** Notwithstanding anything to the contrary in this Lease, Lessor assumes sole and full responsibility for compliance with all applicable federal, state and local environmental statutes, regulations and ordinances related to this commercial office building and the land it resides upon and shall indemnify, defend, save and hold harmless Lessee, its directors, officers, agents and employees from and against any and all claims, demands, losses and liabilities (including reasonable attorney's fees) resulting from any alleged or actual violation thereof. The provisions of this paragraph shall survive the expiration or termination of this Lease.
21. **LESSEE'S DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts on the Premises not specifically authorized in this Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have ten (10) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously noticed by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor

upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled.

22. **LESSOR'S DEFAULT; REMEDIES**: In the event Lessor shall default in performing any covenants, conditions or provisions herein binding upon Lessor, the Lessee shall give written notice of such default to Lessor at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail. The Lessor shall have thirty (30) days after the effective date of notice to cure, except that Lessor shall not be allowed an opportunity to cure a re-occurring default of the same type which has been previously noticed by the Lessee and cured by the Lessor.

If the Lessor fails to cure the default within the time allowed, Lessee shall thereafter have, in addition to the option to exercise any remedy or right permitted by law or in equity, the right to terminate this Lease, or at Lessee's option, to cure any such default of Lessor on behalf of and at the expense of Lessor, by having all necessary work performed and making all necessary payments in connection therewith and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee, together with interest thereon. In the event Lessor fails to reimburse Lessee for such amount within thirty (30) days after receipt of invoice therefore, Lessee shall be entitled to offset such amounts against monthly rent thereafter due hereunder.

23. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance therein.

24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the fifth day of each month are considered delinquent and shall be

assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.

25. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease Agreement shall forthwith be entitled to immediate possession of the Premises.
26. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
27. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
28. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
29. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
30. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by a majority vote of the Board of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of _____, 2022.

LESSOR:
LAKE SHORE HOSPITAL AUTHORITY

BY: _____
BRANDON BEIL, Chairman

ATTEST: _____

LESSEE:
COLUMBIA COUNTY, FLORIDA

BY: _____

ATTEST: _____

Sonja Markham

From: Dale Williams
Sent: Wednesday, August 10, 2022 4:17 PM
To: Fred Koberlein (Fred@klolaw.com); Brandon Beil (brandon@brandonbeil.com); Don Kennedy; Lory Chancy (Lory@ncfrs.com); Stephen M. Douglas (stephen@candlermoses.com)
Cc: Sonja Markham
Subject: Notification of Temporary Authorization

Due to the number of COVID cases in Columbia County, COVID testing has resumed. I received a call from David Kraus, County Manager requesting immediate assistance to provide temporary offices for the purpose of conducting COVID tests. I allowed the county to use empty offices on the west end of the Authority Office Building for this purpose. The testing will be performed, based on demand, outside while the patient remains in the vehicle. I advised David I would seek Trustee approval "after the fact". Until approval was granted, the offer was to be considered temporary. David has indicated he had no issue with the necessity of signing an agreement and understands that the LSHA may have to ask for the space to be vacated due to our current leasing efforts. This does not impact the office utilized by the Shands home health nurse that was previously approved by the Trustees. By copy of this email I am advising Fred to prepare the necessary agreement for signature by the county and for Trustee approval. Please call should you have any questions.

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



Florida Municipal Insurance Trust Annual Billing - 22/23 Fund Year

FMIT # 1255 Invoice Date: 8/15/2022
 Invoice ID #: INV-36656-C9V6 Due Date: 10/1/2022

Bank ACH: Capital City Bank
 217 N. Monroe St.
 Tallahassee, FL 32301

ATTN: Sonja Markham
 Lake Shore Hospital Authority
 PO Box 988
 Lake City, FL 32056

RTN#/ABA#: 063100688 ACCT#: 0032620701
 Acct Type: Checking
 Acct Name: Florida Municipal Insurance Trust

Please make check payable to:
 Florida Municipal Insurance Trust
 P.O. Box 1757
 Tallahassee, FL 32302-1757

Policy Summary

	General Liability	Cyber Liability	Auto Liability	Auto Physical Damage	Property	Workers' Comp.	Total
Gross Premium	\$0.00	\$0.00	\$477.00	\$0.00	\$187,863.00	\$4,448.00	\$192,788.00
Incentive Credit	\$0.00	0.00	\$0.00	\$0.00	\$0.00	(\$1,334.00)	(\$1,334.00)
Total Net Premium	\$0.00	\$0.00	\$477.00	\$0.00	\$187,863.00	\$3,114.00	\$191,454.00

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
Cyber Liability Coverage	\$0.00	\$0.00	\$0.00
Auto Liability Coverage	\$477.00 <i>434.00</i>	\$0.00	\$477.00
Property Coverage	\$187,863.00 <i>173,272.00</i>	\$0.00	\$187,863.00
Workers Compensation Coverage	\$4,448.00 <i>754.00</i>	(\$1,334.00)	\$3,114.00
Total Installment Amount	<i>Last yr → 174,460.00</i>		\$191,454.00
Total Due by 10/1/2022	<i>9.7% INCREASE - (INCLUDES PRIOR HOSPITAL)</i>		\$191,454.00

NOTE: THIS RENEWAL IS BASED ON ALL COVERAGES. IF ANY OF THE LINES OF COVERAGE ARE NOT RENEWED, THE OTHER LINE PRICING WILL CHANGE OR COVERAGE OFFERINGS ON THE REMAINING LINES COULD BE WITHDRAWN ALTOGETHER. POLICIES WILL BE MADE AVAILABLE AFTER OCTOBER 1, 2022 AND CAN BE VIEWED AND PRINTED ONLINE ONCE PAYMENT IS RECEIVED. ELECTRONIC POLICIES ARE ALSO AVAILABLE AFTER OCTOBER 1, 2022 UPON REQUEST.

Please see below for a copy of our Premium Installment Plan, Penalty Policy and ACH Instructions.

EMPLOYEES WC PREMIUM

***** Please return a copy of this invoice with your payment to the Tallahassee office or send ACH information, Invoice Number and Amount Paid in an email to AccountsReivable@flicities.com,*****

**INVOICE
SPECIAL COVERAGES**

9/1/2022 FMIT# 1255
INVOICE ID: ANC-10137B-2223

Ms. Sonja Markham
Administrative Assistant
Lake Shore Hospital Authority
P.O. Box 988
Lake City, FL 32056

MAKE CHECKS PAYABLE TO:

**FLORIDA MUNICIPAL INSURANCE TRUST
POST OFFICE BOX 1757
TALLAHASSEE FL 32302-1757**

MAKE ACH PAYMENTS TO:

BANK: Capital City Bank, 217 N. Monroe St., Tallahassee, FL 32301
RTN#/ABA#: 063100688
ACCT#: 0032620702
ACCT TYPE: Checking
ACCT NAME: Florida Municipal Insurance Trust

**PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT BY 9/16/2022.
IF FULL PREMIUM PAYMENT IS NOT RECEIVED BY 9/16/2022, THE POLICY IS SUBJECT TO CANCELLATION
FOR NON-PAYMENT OF PREMIUM BY THE INSURER.**

DESCRIPTION	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
B-2 GENERAL LIABILITY STORAGE TANK LIABILITY	11498423	11/5/2022	11/5/2023

PREMIUMS

BASE PREMIUM:	\$684.00
ADDITIONAL INSURED(S):	
TERRORISM:	
INSPECTION FEE:	
POLICY FEE:	
FEES:	13.68

TOTAL POLICY PREMIUM: **\$697.68**

FY 21-22 657.00

6.2% INCREASE

Ancillary insurance coverage includes any insurance coverage not currently available directly from the Florida Municipal Insurance Trust. When the Florida League of Cities, Inc. acts as intermediary or agency in facilitating ancillary insurance coverage for a member with a third party insurer, the Florida League of Cities, Inc. shall not be liable to the member if the third party insurer becomes insolvent at any time after coverage has commenced. The Florida League of Cities, Inc. shall use reasonable skill and judgment in securing any such ancillary insurance coverage. However, it is not a guarantor of the financial condition of any third party insurer and is entitled to reasonably rely upon generally accepted financial, actuarial and/or insurance industry data when facilitating ancillary insurance coverage.

September 2, 2022

TO: LSHA Trustees

FR: Dale Williams

RE: Status Report – LSH Campus Building Leases

As a reminder, staff was asked at the August 8, 2022, LSHA Trustee meeting to try and “complete” the drafting of leases with Hope Bridges and Your ER Solutions before the September 12, 2022, LSHA Trustee meeting. While a significant effort was made to honor this request, “DRAFT” leases will not be ready for the September agenda. In lieu of the draft leases, I am providing the following status report of each lease.

Hope Bridges –

The following terms are currently under discussion:

- 1.) Hope Bridges would lease the main hospital building and the parking lot located northeast of the hospital building. The lease will be for a period of ten (10) years with options to renew.
- 2.) The current proposed monthly lease is \$30,000 (\$360,000 annually). The lease is to be framed as a triple-net-lease. The lease may be satisfied by making expenditures on the building and equipment. Expenditures that would qualify to reduce the lease are to be defined in the lease.
- 3.) The primary use of the building will be to provide transitional housing for veterans. Hope Bridges would have the right to sublet portions of the building subject to LSHA Trustee approval.
- 4.) Hope Bridges will be required to carry all insurance as required by the Authority in amounts set by the Authority. The Authority would insure the building with property coverage.
- 5.) All equipment inventory within the building will be available for use of Hope Bridges and will become the property of Hope Bridges after a period of four (4) years. The Authority may remove any equipment prior to the lease that it deems to be necessary for equipping other leases under consideration.
- 6.) I do expect a rough draft of this lease will be complete prior to the September 12, 2022, LSHA Trustee meeting; however, I don’t think staff will have had time to sit and review with Hope Bridges.

Vetting is not complete on this proposal. Both financial and background information suitable to the Authority is not complete.

Your ER Solutions (YERS) –

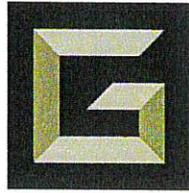
1.) Dr.'s Michael and Molly White are on a scheduled trip out of country; therefore, staff was limited in the number of meetings that could be scheduled to discuss the lease. Nonetheless, considerable progress was made.

2.) This proposal would utilize the 2 story Women's Center to provide an Urgent Care Clinic.

3.) This proposal would return medical services to the LSH Campus. The provision of medical services could potentially be provided in one-of-two ways. YERS could enter a straight lease with the understanding that the lease and other expenses would have to be subsidized for a minimum of two years; or the Authority could hire YERS as employees and operate an Urgent Care Clinic owned by the Authority. The second option has not been discussed with YERS. The second option was identified by Authority staff after reviewing the terms of a straight lease with subsidization.

4.) Details of the services to be provided were included in the YERS proposal. Potentially, the service could be expanded to include additional imaging and conversion to an ER at a future date.

This proposal is expensive for a period. It would be critical to keep subsidization expenses to a minimum. It should also be noted that the Authority has not yet discussed "related" medical costs of providing a pharmacy, dental services, enhancing EMS, etc.



GUNSTER

RESPONSE TO REQUEST FOR PROPOSAL FOR LEGAL SERVICES

Prepared for **Lake Shore Hospital Authority (RFP#2022-001)**

August 15, 2022

Submitted by:
Gunster

Samantha Prokop, Shareholder
sprokop@gunster.com | (904) 350-7424

1 Independent Drive, Suite 2300 | Jacksonville, FL 32202

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Section 3: Letter of Transmittal



August 15, 2022
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, FL 32055
c/o Dale Williams, Executive Director

Via e-mail to: dale@lakeshoreha.org
Re: Response to Request for Proposal RFP #2022-001

Dear Dale:

Please allow this to serve as a response to the above-noted RFP. When I came across your RFP, I could not help but think that Gunster is especially well-suited to help Lake Shore Hospital Authority meet its legal needs and was immediately intrigued about the possibility to work with your team. Gunster is a Florida-based law firm with 11 locations in Florida (Boca Raton, Fort Lauderdale, Jacksonville, Miami, Orlando, Palm Beach, Stuart, Tallahassee, Tampa, Vero Beach, and West Palm Beach).

Gunster has the requisite experience required to represent independent special districts. We currently represent three (3) hospitals that have been designated special districts in the State of Florida. We are familiar with the unique issues that arise in the context of representing these districts including dealing with charters, legislative issues, public notice issues, funding and budget issues, and other nuanced issues.

Our firm has over 200 attorneys covering all the various practice areas you set forth in the RFP, including, but not limited to the following: Government Affairs, Healthcare (transactional and regulatory), Litigation, Tax, Real Estate, Labor and Employment Law, Corporate (including Governance), Insurance, and Risk Management.

I would be your primary point of contact. I am a healthcare attorney that focuses on the business side of healthcare. I was formerly in-house General Counsel for a hospital system as well as a Risk Manager. I understand the unique challenges presented to healthcare systems and strive to develop practical, workable solutions to help clients navigate their challenges. My practice now involves representing healthcare providers and meeting their business needs in a private practice setting. As a former in-house attorney and customer to outside legal counsel, I also understand that you are looking for real answers and helpful solutions, someone who picks up the phone and is responsive, and someone who will get to know and understand the inner workings of your organization and incorporate that knowledge into workable legal solutions.

Section 3: Letter of Transmittal

Included in these materials, you will find:

- A description of Gunster's legal capabilities;
- A list of representative attorneys whose skills and experience would seemingly match the legal needs of Lake Shore Hospital Authority;
- A snapshot of the firm's representative matters that highlight our relevant experience;
- An overview of Gunster and its state-wide platform;
- Additional specific information requested in your RFP; and
- The firm's strategic approach to creating a true partnership.

We believe that Gunster has the requisite expertise to provide exceptional legal services and that the firm is equipped to add significant value as Lake Shore Hospital Authority's legal partner.

We hope to have the opportunity to present to you either virtually or in-person to discuss our capabilities in greater detail. If I may answer any questions concerning the materials enclosed, or provide any additional information, please do not hesitate to contact me.

Sincerely,

Samantha Prokop
Shareholder
Florida Bar No. 109221
Direct/Mobile: (330) 419-0875
Primary Office Location: Jacksonville, FL

Section 4: Organization, Size, Structure, and Areas of Practice

The Basics

Gunster, founded in 1925, currently consists of more than 220 attorneys who work collaboratively across diverse practice and industry teams in Florida. We are one of the largest Florida-focused firms in the state and are No. 213 on the *National Law Journal* ranking of the 500 largest law firms in the United States. Our clients include a wide range of businesses, ranging from start-ups, to large privately held companies, public companies, and international clients establishing a business in the United States.

At Gunster, our approach to service is simple- exceed client expectations. Florida is more than just a place we live and work, it is who we are. We are deeply invested in our state. Our clients know their law firm is woven into the fabric of the community through government, business, and philanthropic pursuits. We are persistent in earning the respect of our clients which we do by providing prompt responses, real and practical solutions, and our continuous efforts to provide cost-effective, efficient services for our clients. For more information about our firm, [click here](#).

- a. Gunster is a Florida only law firm that is statewide, and state wise.
- b. Gunster has over 220 attorneys and over 400 employees statewide. Gunster has 11 offices in the following cities:
 - Boca Raton
 - Fort Lauderdale
 - Jacksonville
 - Miami
 - Orlando
 - Palm Beach
 - Stuart
 - Tallahassee
 - Tampa
 - Vero Beach
 - West Palm Beach

Section 4: Organization, Size, Structure, and Areas of Practice

Our practice areas are robust and include those listed below. We have also bolded particular areas we anticipate would be helpful to Lake Shore Hospital Authority.

Appellate Law	Banking & Financial Services	Business Litigation
Class Action Defense	Construction Law	Corporate Law and Governance
Creditor Rights & Bankruptcy	Cyber Security and Data Protection	Dispute Resolution
e-Discovery	Emerging Companies	Eminent Domain & Property Rights
Energy	Environmental & Land Use	Family Office
Foreign Corrupt Practices Act	Government Affairs Law & Lobbying	Government Procurement
Healthcare (Regulatory and Transactional)	Hospitality & Clubs	Immigration Law
Intellectual Property Litigation	International Law	Labor & Employment Law
Multidistrict Litigation Defense	Private Wealth Services	Probate, Trust & Guardianship Litigation
Professional Liability Defense	Public Service Commission	Real Estate Law
Regulatory Litigation	Securities Law & Corporate Governance	Tax Law
Technology Law	U.S. Customs & International Trade	White Collar Criminal Defense and Internal Investigations

- c. Samantha "Sam" Prokop will be your primary contact. She has over 14 years of experience in the healthcare industry including experience as a Risk Manager, General Counsel of a hospital system, and private practice attorney representing healthcare providers. Sam is based out of Gunster's Jacksonville, Florida office, but regularly travels throughout Florida to meet her clients' needs. The Jacksonville office alone consists of 21 shareholders, 11 associates, 4 paralegals, and 12 legal assistants and other office staff (48 total employees in Jacksonville).
- d. Commitment to Diversity and Inclusion: Gunster's Diversity Committee develops and implements strategies designed to ensure the law firm's commitment to diversity and inclusion is met. The Diversity Committee is led by firm shareholders and includes team members of many different backgrounds.

Section 4: Organization, Size, Structure, and Areas of Practice

The Diversity Committee fulfills its mission by focusing on five strategic priorities:

- Recruiting and retaining skilled professionals of different backgrounds and without regard to race, religion, age, gender, ethnicity, national origin, sexual orientation, medical conditions or disabilities, and marital, veteran or family status
- Ensuring diverse personnel are included in work on key client legal work, initiatives and projects, with client access opportunities provided to all individuals consistent with his or her skill and experience level
- Overseeing and administering the firm's mentor program in which our newer professionals are placed with a more experienced member of our firm who can assist him or her with achieving professional excellence and successfully achieving his or her desired career path within the firm
- Diversity training and education for all members of the Gunster team to prepare to work with others on the team, as well as to serve our diverse client base
- Ensuring the firm's marketing and outreach efforts reach all sectors of the communities in which we do business

Section 5: Past Record and Experience

a. Firm Experience

Independent Special Districts: Gunster serves as legal counsel to three (3) special districts/hospital districts in the State of Florida including the Health Card District of Palm Beach County and the North and South Hospital Districts for Broward County. We provide a wide array of services, including, but not limited to advising on licensure issues, contracts, healthcare regulatory matters, board and executive leadership governance issues, tax issues, employment related matters, litigation and dispute resolution, and legislative/charter issues to name a few.

Government Affairs: As the Board for the Lake Shore Hospital Authority is chosen by the Governor, it is important to engage a firm that understands the inner workings of that office and can assist navigating issues with the Legislature and other government bodies. Gunster attorney, Joe Jacquot, previously served as Governor Ron DeSantis' General Counsel and as Deputy Attorney general for the State of Florida. Gunster attorneys have worked on many matters involving Sunshine open government and public record requirements and are confident in providing advice and counsel in that area. Our attorneys also have experience in the areas of statutory interpretation, and alongside our government affairs consultants regularly handle legislative and public policy matters, including funding and budget issues. These lobbyists are familiar with the inner workings of Florida's government, including legislative, executive and administrative divisions, and have relationships statewide.

Healthcare Regulatory and Contracting: Gunster's healthcare practice includes select attorneys and professionals who have medical and scientific backgrounds, as well as board certification in health law and in state and federal government and administrative law. This background helps our team deliver a unique perspective and dimensional knowledge when counseling clients.

Our team also has significant experience working with hospital/healthcare special taxing districts including advising on nuanced issues involved when public entities enter the healthcare space. Our attorneys are also experienced in drafting and negotiating contracts among various healthcare providers, which we handle daily. We also establish arrangements with payors and related provider agreements and contracts as well as programs to treat indigent patients. We often represent our healthcare clients in reimbursement and other disputes with payors. In addition, Gunster's healthcare regulatory team routinely advises healthcare providers on a variety of matters including, but not limited to HIPAA compliance, 340B drug discount programs, False Claims Act, Stark Law, Anti-Kickback Statute, Florida Patient Brokering Act, and other regulatory matters.

Healthcare Transactions: Gunster's healthcare transactions team represents a variety of healthcare providers in business arrangements centered around revenue enhancement and growth. We have assisted clients in setting up mutually beneficial joint venture arrangements, 340B pharmacies, imaging centers, emergency departments, urgent care centers, and inpatient and outpatient facilities to name a few. We also assist our healthcare provider clients throughout the entire life of their practice from start-up to sale or acquisition and everything in between.

Section 5: Past Record and Experience

Because of the wide array of clients we represent, we often find ourselves helping clients above and beyond their legal needs such as assisting clients in finding additional business partners, consultants, and resources to meet their business needs.

Labor and Employment: Gunster's labor and employment team has represented a healthcare special district with employment related disputes and counseling. Relevant experience includes navigating the attorney-client privilege with members of the Board and executive leadership team for confidential employment related matters, including investigations into employee complaints and negotiations with counsel related to threatened litigation. Our team members have experience representing special health card districts on internal policies and protocols, including protocols relating to background screening and wellness programs. Our team has also provided advice and counsel on complex requests for accommodation and employee performance management.

Litigation: Gunster's team of litigators have worked on a number of matters involving the allocation of authority between political subdivisions (like a hospital district) and the State. Gunster currently represents the Miami-Dade School Board along with several hospital district co-defendants in a declaratory action brought by the Attorney General in this area. Gunster also routinely represents healthcare providers in dispute resolution as well as litigation with payors, contract disputes, scope of authority challenges, and other litigation matters that arise in the day-to-day operations of a healthcare provider's business.

Tax: Gunster's goal is to provide clear, concise and practical tax counsel. Our tax attorneys are dedicated to guiding a broad selection of clients through complex tax laws and regulations, structured to ensure efficiency and minimize burdens, all with a shared goal to achieve their business and personal objectives. Our clients include middle-market companies, multistate and multinational companies, tax exempt organizations (including family foundations, public universities, and many others), privately held and family businesses, investment funds, LLCs and partnerships, startups, entrepreneurs and high net worth individuals. Gunster attorneys are involved in the tax aspects of structuring public and private mergers, acquisitions, buyouts, joint ventures, spinoffs and other acquisitions and divestitures, as well as initial public offerings, secondary offerings and other securities-related transactions. Gunster attorneys also assist with tax exempt organization planning, including formation, operating, and managing exempt organizations.

Real Estate and Land Use: Gunster attorneys represent owners, investors, developers and other clients in a variety of real estate and related matters including acquisitions and dispositions of properties, mixed-use development, leasing, long-term ground leasing, entity formation and structuring, public and private joint ventures, environmental and land use, zoning, construction, purchase and sale of distressed properties and non-performing loans, property rights and eminent domain, and real estate litigation. Gunster attorneys have represented hospitals and other providers in design-build projects involving state of the art medical centers, imaging centers, and medical office buildings. In addition, our real estate team has executed multiple build-to-suit leasing and phased developments that include the installation of infrastructure and

Section 5: Past Record and Experience

the construction of vertical improvements. Our team has significant experience in dealing with high profile government transactions and negotiating leases with governmental entities for the construction of facilities. Gunster currently represents a private client to establish a lease/sublease in the construction of a \$300M facility in partnership with a state agency and the city. Further, Gunster attorneys have negotiated various Development Agreements with governmental entities for the redevelopment of government owned property.

Lead Attorney (Healthcare/Corporate)

Sam Prokop



Sam Prokop is a corporate attorney that works on the business side of healthcare. From mergers and acquisitions, design-build projects, joint ventures, and establishing effective corporate governance structures, Sam's practice focuses on helping entrepreneurial healthcare providers and facilities expand their business and opportunities.

Sam's representative clients include hospitals, special hospital districts, academic medical centers, management service organizations, ambulatory surgery centers, diagnostic testing facilities, home health agencies, skilled nursing facilities, assisted living facilities, as well as private equity firms, family offices, and savvy investors that are looking to invest in healthcare. Sam prides herself on helping her clients overcome barriers and challenges with innovative solutions.

Sam has previously served as in-house and outside legal counsel to a healthcare system and was responsible for acquisitions of physician practices and specialty service lines. Sam also has experience as a Risk Manager of a hospital system and also owned and managed an MSO. Clients have indicated they choose Sam because she finds a way to move the project forward to completion, even when there are significant barriers, and instead of just saying "no" finds a way to help clients accomplish their goals in a compliant manner. Additional information on Sam's experience is available [here](#). Sam's CV is also attached for your reference [here](#).

Education:

- University of Akron School of Law, J.D.
- Baldwin-Wallace University, B.A.

Healthcare

Section 5: Past Record and Experience

Sam Prokop would act as lead attorney in this capacity and collaborate with Bill Dillon and Bruce Lamb.

Bill Dillon -FL Bar #146544



Bill Dillon is managing shareholder of the firm's Tallahassee office and is Board Certified by the Florida Bar as a specialist in the area of Healthcare law. He is also certified by the Healthcare Compliance Association in the area of corporate compliance (CHC) and the International Association of Privacy Professionals as an Information Privacy Professional for the U.S. Section (CIPP/US). Bill focuses his practice on assisting healthcare providers and entities to adhere to the complex regulatory requirements of the healthcare sector. Additionally, he also advises on data privacy and security issues in both the healthcare and non-healthcare sectors. Bill has experience representing special hospital districts and nearly two decades of experience representing Federally Qualified health Centers (not for profit and public entity federal grantees) in providing services to Florida's medically underserved populations. This representation has included assisting these entities in complying with federal and state grant requirements and other programs such as the 340B Drug Discount Program.

Education:

- St. Thomas University School of Law, J.D., with honors
- Florida International University, B.S.

Bruce Lamb -FL Bar #146544



Bruce Lamb is a shareholder and head of Gunster's Healthcare practice. Bruce is Board Certified by the Florida Bar in State and Federal Government and Administrative Practice. He is focused on the representation of healthcare industry professionals and entities before regulatory bodies and in structuring commercial relationships that meet complex regulatory requirements. Bruce has experience in healthcare litigation for physicians and other healthcare providers involved in disputes with various government agencies. Bruce serves organizations and individuals who provide, arrange, and/or pay for healthcare services including special hospital districts, multi-state and multi-hospital systems, specialty hospitals, long-term care facilities, and community hospitals, among others. Bruce has resolved literally thousands of healthcare related challenges over his decades of practice. Prior to joining Gunster, Bruce served 10 years with the Florida Department of Professional Regulations in such capacities as general counsel, director of the division of regulation, chief medical attorney and chief trial attorney.

Education:

- Florida State University, M.A.

Section 5: Past Record and Experience

- Florida State University, J.D.
- University of South Florida, B.A.

Professional Accreditations:

- Board Certified in State and Federal Government and Administrative Practice

Ryan Morris -FL Bar #1015376



Ryan Morris dedicates his practice to supporting corporate clients and healthcare companies in all stages of business. He utilizes his understanding of the intricacies of the healthcare industry to assist clients in achieving their goals. Ryan aims to efficiently provide pragmatic solutions to complex problems.

He guides companies through all phases of transactions including strategic partnerships, joint ventures, mergers and acquisitions, reorganizations, and business disputes, among others. Ryan also focuses on provider/payor disputes with commercial and governmental payors in matters such as audits, investigations, and overpayment actions.

Education:

- Emory University School of Law, J.D.
- University of West Georgia, B.S.

Real Estate

Danielle DeVito-Hurley -FL Bar #1015376



Danielle DeVito-Hurley is a shareholder who joined the firm in 1995. She leads Gunster's Real Estate Transactional practice. Danielle has represented owners and developers in the acquisition, sale and finance of well over \$1 billion dollars of commercial, office, industrial, mixed-use, hotel, condominium and condo/hotel parcels. During her tenure at Gunster, Danielle worked for over one year on exclusive retainer with one of Florida's largest mixed-use community developers. Danielle has represented numerous landlords and tenants in ground and office, industrial and retail space leases. Danielle's focus is helping clients to maximize their profitability and return on investment while minimizing potential risks in order to better achieve successful outcomes. Danielle takes pride in providing prompt, effective and efficient counsel and service to her clients, and, as a result, has forged numerous long standing client relationships during her 25 years of experience in commercial real estate.

Education:

- Florida State University College of Law, J.D.

Section 5: Past Record and Experience

- Florida State University, B.S.

Spencer Cummings-FL Bar #575283



Spencer Cummings is a shareholder in Gunster's Real Estate practice group. Spencer is committed to combining his knowledge of the law with a business-like approach to real estate. His clients include developers, builders, landlords and tenants, among other real estate industry participants. Spencer's practice focuses on commercial real estate development, sales, purchases, leasing and financing. He has substantial experience in the development of large master planned communities and in commercial leasing throughout Florida. As head of Gunster's Leasing practice, Spencer advises both landlords and tenants on lease transactions including office, industrial, medical and retail leases. He has also worked with clients to structure and document

ground leases. Spencer has been involved with various individual transactions valued at more than \$100 million each.

Education:

- University of Florida, J.D.
- University of Florida, B.S.

Nick Dyal-FL Bar #84137



Nick Dyal focuses his practice on real property transactions, with an emphasis on land acquisition and development, office, industrial and retail leasing, acquisition, disposition and financing of multifamily properties, institutional real estate financing, and title insurance.

He actively represents national and local development entities, home builders, medical providers, banks and landlords.

Education:

- Florida State University, J.D.
- University of Florida, B.S.

Section 5: Past Record and Experience

Tax

Matthew J. Scheer -FL Bar #111752



Matthew J. Scheer is a Board-Certified Tax Attorney and a member of the firm's Tax, Corporate, Private Wealth Services, and International practice groups. Matt advises clients on complex business transactions, joint venture structuring and corporate restructurings, cross-border investment structures, investment fund structuring, intergenerational wealth transfers and planning, estate planning, and charitable planning. Matt works closely with clients to ensure that clients' personal, professional, and business objectives are met while achieving tax efficient structures. Matt's clients are wide-ranging, including investment funds, closely held businesses, entrepreneurs, family offices, family trust companies, high net worth individuals, and tax-exempt organizations, both public and private.

Education:

- University of Florida, LL.M. Taxation
- University of Florida, J.D.
- Colgate University, B.A.

Adi Rappoport -FL Bar #116947



Adi Rappoport is a Board- Certified Tax Attorney who joined Gunster in 2001. In his second decade of practice, Adi co-leads Gunster's Tax Law practice and his work focuses on tax planning, business law, estate planning and non-profit law for a wide range of clients, including family businesses, entrepreneurs, executives, family offices, wealthy individuals and exempt organizations.

Adi works with family businesses and business owners on diverse challenges. He advises owners with succession planning and implementation, which typically includes both tax and corporate planning for the business and estate planning for the owner(s). Adi counsels closely-held businesses with pre-transaction planning in contemplations of sales and recapitalizations. He also assists business clients with structuring and implementing buy-sell arrangements.

Education:

- University of Florida, LL.M. Taxation
- University of Florida, J.D.
- University of Florida, B.S.

Section 5: Past Record and Experience

Professional Accreditations:

- Board Certified, Tax Law

Insurance and Risk Management

Sha`Ron James-FL Bar #548111



Sha`Ron James -With extensive experience in both the public and private sectors, insurance law and regulatory matters, **Sha`Ron James** practices at the intersection of government affairs and advocacy, insurance law and regulation, and policy development and execution. She represents domestic and international insurance companies and insurance-related entities throughout Florida, before the Florida Legislature, Office of Insurance Regulation, and other State Agencies.

Sha`Ron is proud to have served three State of Florida CFOs throughout her many years of public service, including Alex Sink, Jeff Atwater, and Jimmy Patronis. As Insurance Consumer Advocate, Sha`Ron represented the general public and insurance consumers before the Florida Legislature, the Department of Financial Services, the Office of Insurance Regulation, and the Agency for Healthcare Administration in a myriad of insurance regulatory and public policy matters. Sha`Ron was appointed to this role after her tenure as Director of the Division of Rehabilitation and Liquidation in the Florida Department of Financial Services, where she directed the operation of over 48 highly complex insurance receivership estates with entrusted assets totaling over \$1.4 billion dollars.

Education:

- Stanford University, Advanced Project Management Certificate
- University of Florida, J.D.
- Syracuse University, M.P.A.
- Florida A&M University, B.S.

Section 5: Past Record and Experience

Business Litigation

Lauren Purdy-FL Bar #93943



Lauren Purdy is a shareholder who serves as vice-chair of Gunster's Business Litigation practice. She advises local, national and multinational clients in a wide array of business disputes in both state and federal courts. Lauren's practice is focused on complex commercial litigation, transportation and professional liability matters at both the trial and appellate court levels.

As a trial lawyer who devotes a substantial portion of her practice to appeals, Lauren is personally dedicated to bringing a unique and well-rounded perspective to litigation strategy and courtroom advocacy. Lauren's experience in trial and appellate courts includes the representation of both plaintiffs and defendants in jury trials, bench trials and arbitration hearings including litigation and disputes relating to healthcare providers. She has also briefed and argued complex commercial appellate matters before the Eleventh Circuit Court of Appeals, Florida Supreme Court and other Florida appellate courts.

Education:

- Florida State University, J.D.
- Ouachita Baptist University, B.A.

Joe Jacquot-FL Bar #189715



Joe Jacquot is a business litigation shareholder who focuses his practice on representing clients in complex state matters involving litigation and appellate work, as well as counseling companies on various regulatory issues. Having served in high-level public sector positions, Joe is dedicated to bringing his insight and experience with judicial and government systems to help clients navigate the same.

Joe served as the general counsel to Florida Governor Ron DeSantis, from the Governor's inauguration in January 2019 through October 2020. In this capacity, Joe was responsible for all litigation and legal matters of the Governor and state executive agencies. Joe handled cases on behalf of the Governor and his administration before federal and state courts, including five matters before the Florida Supreme Court on matters of statewide significance. In addition, Joe led the Governor's legal team through the COVID-19 pandemic, including drafting and implementing the Governor's executive orders. As the Chief Ethics Officer for the Governor, Joe also routinely advised on Florida's public records and public meeting laws. From 2007-2010, Joe served as Florida's Chief Deputy Attorney General.

Section 5: Past Record and Experience

Education:

- University of Florida, J.D.
- University of Virginia, B.A.

George S. LeMieux-FL Bar #16403



George LeMieux served as Florida's 34th United States Senator in the 111th Congress. In the United States Senate, he served on the Commerce, Science and Transportation Committee, the Armed Services Committee, and the Special Committee on Aging. He successfully passed legislation on health care fraud, export promotion, rating agency reform, small business promotion, as well as a treaty resolution on tactical nuclear weapons.

He also served as Florida's chief deputy attorney general, overseeing more than 400 attorneys, and as the governor's chief of staff overseeing all state agencies and operations. In that role, he negotiated a gaming compact with the Seminole Tribe of Florida.

At the request of Governor-elect Ron DeSantis, George co-chaired the DeSantis/Nunez transition in 2018. George is the chairman of the board of Gunster. He is the founder of the LeMieux Center for Public Policy at Palm Beach Atlantic University. He is also the author, along with Laura Mize, of the award-winning book, *Florida Made, The 25 Most Important Figures Who Shaped the State*.

Qualifications:

- Georgetown University, J.D.
- Emory university, B.A.

Professional Accreditations:

- Chairman of the Board of Directors
- United States Supreme Court Bar Admissions, Eleventh Circuit
- United States District Court, Florida
 - Northern District
 - Middle District
 - Southern District

Section 5: Past Record and Experience

Asghar Syed -FL Bar #81735



Asghar Syed is a litigator and advisor to businesses of all kinds, including those in the healthcare, education, and insurance sectors. Dedicated to creative problem solving, Asghar strives to be both thorough and aggressive throughout all stages of a contested dispute.

Asghar's practice focuses on complex business litigation and employment litigation. Asghar has prosecuted and defended a wide range of legal claims including high-stakes fraud, contract, business tort, and corporate governance disputes. He has also represented employers and public accommodations in the context of restrictive covenant, compensation, discrimination, accommodation, and retaliation disputes. Asghar routinely works with healthcare providers to resolve

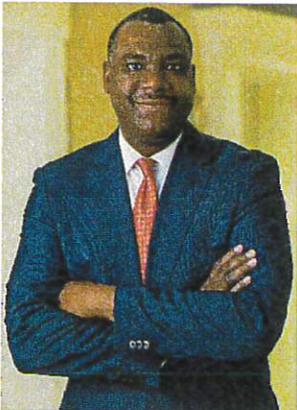
legal disputes and serves on the Board of Governors for the Jacksonville Bar Association and is a member of the Board of Directors for the Baptist Health System, in which he does not provide legal services, however, his responsibilities include oversight of risk management.

Education:

- Georgetown University, J.D.
- Emory university, B.A.

Government Affairs

Ronald Brisé



Ronald Brisé leverages a wealth of experience in governmental, legislative, political and business arenas to represent the interests of clients in matters that include appropriations, business development, education, governmental and legislative affairs, public policy, and economic development. He currently serves as chair of Gunster's Government Affairs & Lobbying practice.

Ron is an accomplished commissioner, legislative leader and senior executive with more than 20 years of experience in telecom, energy, utilities, government and business. Ron was elected to the Florida House of Representatives for his first term running from 2006-2008.

During his time in the Legislature, Ron was designated Democratic Whip and serves as the Vice Chair of the Florida Conference of Black State Legislators. Ron also served multiple terms on the Florida Public Service Commission where he served multiple terms including the role of Chair.

Education:

- American Intercontinental University, M.B.A.
 - Marketing
 - Management

Section 5: Past Record and Experience

- Oakwood College, B.S.

Tim Stapleton



Tim Stapleton has been at the intersection of health care policy, politics, and business in Florida for over 25 years. For over two decades, he spearheaded the government affairs and political operations of a large, statewide professional association representing physicians.

From 2008-2021, Tim served as the Chief Executive Officer of the Florida Medical Association (FMA), the third largest state medical organization in the country. Under his leadership, the FMA achieved record growth through strategic partnerships, increased membership, and innovative programs that generated new streams of revenue. Prior to serving as CEO, Tim led the FMA's multi-million-dollar public affairs operation for 10 years, building one of the country's most effective political action committees and overseeing the advocacy organization in the State of Florida. Tim now serves as a Government Affairs Consultant at Gunster helping healthcare providers navigate the nuances of Florida government and assisting providers in effectuating change in the legislative process.

Education:

- Indiana University, B.A.

Derek Bruce -FL Bar #148717



Derek Bruce- With nearly 25 years of experience in bid protest litigation, Derek Bruce represents clients in all aspects of state and local government procurement, including analyzing potential contracting opportunities, assisting clients in responding to competitive solicitations, contract negotiation, contract implementation and contractual disputes.

Derek also represents clients in civil litigation and administrative law proceedings before the Florida Division of Administrative Hearings relating to state and local government procurement and contracting issues. In addition, Derek represents clients in civil litigation matters, including property tax matters and all aspects of land use challenges.

Education:

- University of Florida, J.D.
- University of Florida, M.B.A.
- University of Florida, B.S.

Section 5: Past Record and Experience

Labor & Employment Law

Holly Griffin Goodman -FL Bar #93213



Holly Griffin Goodman- As a Board Certified Labor and Employment Attorney, Holly Griffin Goodman focuses her practice on counseling clients, from small businesses to large institutions, in everyday employment matters. Starting with the hiring process through discipline and termination, Holly's goal is to help businesses manage their employees, and balance the interests of the business with obligations under federal, state, and local employment laws.

With clients from industries across the spectrum including insurance and healthcare Holly's depth and breadth of experience helps her provide practical advice and solutions to her clients. Holly has represented a health care special district with employment related disputes and counseling. Her experience includes navigating attorney-client privilege with members of the Board and with the executive leadership team for confidential employment related matters, including investigations into employee complaints and negotiations with counsel related to threatened employee litigation. Holly has also advised a special health care district on certain of its internal policies and protocols, including its protocols relate to background screening and its wellness program. In addition, she has also provided advice and counsel on complex requests for accommodation and employee performance management

Education:

- Florida State University, J.D.
- University of Florida, B.A.

Professional Accreditations:

- Florida Bar Certified, Labor & Employment Law, 2022
- United States Court of Appeals for the Eleventh Circuit

Eduardo Suarez-Solar -FL Bar #958875



Eduardo Suarez-Solar, MMS, MPA, JD, SPHR has represented and advised small, medium and large organizations regarding all aspects of their labor and employment relations, as well as provided strategic business development counsel to hundreds of companies, not-for-profits, government entities and individuals over the past decades. Ed's experience includes advising employers regarding employment law, human resource management and compliance, traditional labor law matters and executive and organizational coaching. Ed has represented clients for over 25 years in both mediations and arbitrations. He is also a Florida Supreme Court Circuit Court Mediator and a Florida Supreme

Court Qualified Arbitrator.

Section 5: Past Record and Experience

In our experience, each client is unique; even clients in the same or related industries have distinct histories, cultures, and practices. In other words, one size never fits all. Accordingly, our first task would be to get to know and understand your business goals. Gunster's mission is to make our clients' vision a reality. Through collaboration, our team provides legal counsel that is broad and dimensional, as well as creative, practical and efficient. By fostering integrated, client-focused advice in tandem with a commitment to cost-effective business strategies, our attorneys continually seek to leverage resources and minimize risk for our clients.

Education:

- Mercer University, J.D.
- Georgia College and Statue University, M.P.A.
- St. Louis University, M.S.M.
- St Louis University, B.S.

We appreciate your consideration of our team for this RFP.

b. Disciplinary Action: None.

c. References:

- The Health Care District of Palm Beach County
 - 1515 N Flagler Dr Suite 101, West Palm Beach, FL 33401
- North Broward Hospital District
 - 303 SE 17th St, Fort Lauderdale, FL 33316
- South Broward Hospital District
 - 3501 Johnson St, Hollywood, FL 33021
- Gunster has significant experience in working with the above named districts over the last five years (and beyond). We provide an array of services, including, but not limited to: advising on licensure issues, contracts, healthcare regulatory matters, board and executive leadership governance issues, tax issues, employment-related matters, litigation and dispute resolution, and legislative/charter issues.
- Also, Gunster attorneys have worked as outside counsel with taxing authorities in cases where tax funds have been utilized to pay for the care of eligible patients without health insurance coverage.

Section 6: Attorney Qualifications

- a. Professional and educational background of each attorney: Please see attached CV for lead attorney, Samantha Prokop. We have also provided brief bios above in Section 5 and links to the Gunster website with additional information for the other attorneys presented in this RFP.
- b. Overall Supervision to be Exercised: Sam Prokop will be your relationship attorney and primary point of contact. Sam will then reach out to experts in various practice areas to take the lead on various matters within that practice area, primarily utilizing those attorneys whom we have proposed in this RFP. Shareholders demonstrating competency and expertise in a relevant practice area are required to oversee the work for matters they open in that particular practice area. Attorneys are only permitted to oversee matters in the practice areas to which they are assigned. If a matter needs to be handled by an attorney in another practice area, an attorney in that practice area will be assigned as the responsible attorney. This process ensures that matters are appropriately screened for business and legal/ethical conflicts, but are also being managed by an attorney who practices in the particular practice area. Sam Prokop will be your relationship attorney and primary point of contact. Sam will then reach out to experts in various practice areas to take the lead on various matters within that practice area, primarily utilizing those attorneys whom we have proposed in this RFP. Associates and firm paralegals act under the supervision of the firm's shareholders.
- c. Primary experience of individual attorneys: See previous response (Section 5) and also link to professional and educational background of attorneys. See also CV of lead attorney, Samantha Prokop, which is attached.

Section 7: Documents to be Returned

We enclose here with the following documents:

- (1) Attachment 1: Office of the Attorney General Attachment A for Private Attorney Services. Please note we will complete and provide a signed copy of this document if selected to provide services for this RFP. Because we have proposed a variety of fee structures which will warrant further discussion with the Lake Shore Hospital Authority, we do not have sufficient information to provide this document in executable form at this time. In addition, Gunster clients are required to sign the firm's standard Engagement Letter, the terms of which will be updated and a copy provided if an award is made under this RFP and once the specific scope of services and agreed upon fee structure is identified;
- (2) Attachment 2: Sworn Statement on Public Entity Crimes Form- Please see the attached signed document [here](#).
- (3) Attachment 3: Drug-Free Workplace Certification Form -Gunster has a drug free workplace program in place and we are happy to provide a copy of our program if you would like to further discuss and review this policy. While our policy does not completely comply with Florida Statute 287.087, it does substantially comply.

Section 8: Billing Rate

Gunster offers a variety of billing rates, which we are happy to discuss with your team and offer a proposal that meets your specific needs. Below are some potential options for fee structures:

1. Hourly: We would provide services at our attorneys' hourly rates. We have included the standard hourly rates for the proposed team members in this RFP below. We would propose standard rates for up to 30 hours of work per month. We would offer a 10% discount for any hours over 30 in a monthly billing period. We also strive to give our clients fee estimates prior to beginning work so there are no surprises when it comes to legal bills.

Hourly Rates:

- a. Sam Prokop- \$525
- b. Bill Dillon- \$580
- c. Bruce Lamb- \$685
- d. Ryan Morris- \$ 450
- e. Danielle Devito-Hurley- \$755
- f. Spencer Cummings- \$555
- g. Nick Dyal- \$530
- h. Matthew Scheer- \$500
- i. Adi Rappoport- \$725
- j. Sha'Ron James- \$525
- k. Lauren Purdy- \$535
- l. Joseph Jacquot- \$630
- m. George LeMieux- \$1,025
- n. Asghar Syed- \$485
- o. Ronald Brisé- \$550
- p. Timothy Stapleton- \$550
- q. Derek Bruce- \$630
- r. Holly Goodman- \$450
- s. Eduardo Suarez-Solar- \$605

2. Flat Fee: For general matters that are routine in nature such as responding to day-to-day questions, contract reviews, governance questions, human resources questions, etc. we can offer a flat fee. Initially, based on your time estimate in the RFP, we would be willing to offer a monthly flat fee rate of \$10,000. This is based on a time estimate of 20 hours of billable services per month. We would examine the flat fee quarterly and adjust it up or down based on usage and after discussion and agreement with you. When a fee increase is warranted, some clients prefer to spread out some of the work to keep the rate the same versus increasing the fee, which we can also evaluate on a case-by-case basis. The flat fee will not include "special projects" which are projects/matters that would typically involve 10 hours or more for one project including, but not limited to

Section 8: Billing Rate

mergers and acquisitions, litigation, audits, appeals, etc. If we consider something a special project, we will let you know in advance and discuss an appropriate fee structure.

3. **Per Project Fees:** When it comes to drafting certain documents such as compliance plans, training modules, general contract templates, governance document templates, etc. we can generally offer flat fee pricing. This would be evaluated on a case-by-case basis based on the project and typically includes the initial draft, discussion with a client representative, and one round of revisions. The per project fee typically will not include negotiations or multiple document changes, but allows the client to budget their fees for a particular project.
4. **Other Alternative Fee Arrangements:** We are open to other alternative fee arrangements based on the project. We are happy to discuss those with you on a case-by-case basis.

Section 9: Response Time

Providing timely and efficient customer service is of utmost importance to us. As such, you can expect initial responses to emails and calls generally within 24 hours. Project turnaround times vary based on the project and priority among various client projects, but we make every effort to discuss that with you and set reasonable expectations to make sure we are on the same page and timely provide you with deliverables. You will have access to Samantha Prokop 24/7 via her cell phone for urgent matters as well. Sam also makes a point to give all clients her direct contact information so you will not have to deal with administrative "gatekeeping."

###

ATTACHMENT NO. 2

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: Lake Shore Hospital Authority.

by Thomas M. Jenks, Esq., Shareholder,
(Print individual's name and title)

for Gunster, Yoakley & Stewart, P.A. whose business address
(Print name of entity submitting sworn statement)

is 1 Independent Drive, Suite 2300, Jacksonville, Florida 32202

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1450702

If the entity has no FEIN, include the Social Security Number of the individual signing this statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

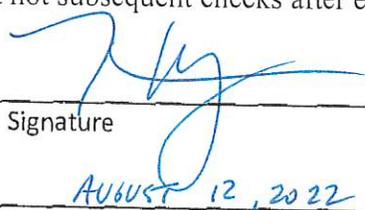
* X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH THE LIFE OF THE CONTRACT. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*The firm is unaware of anyone charged and convicted of a "public entity crime." The firm conducts background checks upon employment, but not subsequent checks after employment begins.



Signature

AUGUST 12, 2022

Date

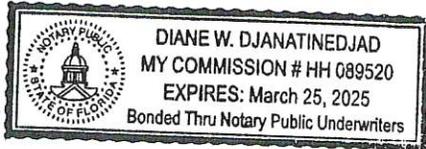
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of

x physical presence; or _____ online notarization this 12th day of August,

2022, by Thomas M. Jenks

X who is personally known to me; or _____ has produced a Florida driver's license as identification.



Diane W. Djanatinedjad
Notary Public, State of Florida

(NOTARIAL SEAL)

3-25-2025
My Commission Expires:



Samantha L. Prokop

sprokop@gunster.com

(330) 419-0875

Business and Healthcare Law

Sam's practice is focused on serving healthcare and corporate clients in a variety of matters from starting new businesses to mergers and acquisitions. Sam's practice focuses on the business side of healthcare. Sam has served as a Risk Manager and General Counsel for a healthcare system.

Sam also enjoys helping clients develop revenue enhancement strategies to take advantage of ever-changing laws and regulations. Sam assists clients in developing unique business models to allow healthcare and other business entities and professionals to take advantage of new payment methodologies within the confines of the law.

Special projects include representation of hospitals and special hospital district in regulatory compliance matters, joint venture arrangements, and advising on Board governance and authority, consolidation of physician practices and creation of group practice divisional models, creation of provider networks, managed care contracting, creation of new ambulatory surgery centers (ASCs), creating and advising management services organizations (MSOs), medical device distribution companies, integrated physician associations (IPAs), in-house laboratories, helping providers develop ancillary service lines in increase revenue, and helping providers create concierge medical practices.

Sam regularly assists clients in the following areas:

- **Healthcare Mergers and Acquisitions**
- **Joint Ventures**
- **Revenue Enhancement Strategies**
 - IPAs
 - MSOs
 - ACOs
 - Value Based Payments and Reimbursement
 - Managed Care Contracting
- **Outsourced General Counsel Services**
- **Risk Management Strategies**
- **Overpayment Appeals**
- **Contract Negotiation**
- **Employment Contracts**
- **Healthcare and Corporate Dispute Resolution**

- **Regulatory Compliance**
 - HIPAA proactive compliance reviews
 - HIPAA audit and breach defense
 - Regulatory compliance reviews (examining compensation and payment arrangements with referral sources)
 - Licensure and accreditation preparation assistance
 - Education and assistance in handling fraud allegations
 - Compliance plans

- **Fraud and Abuse Compliance**
 - Licensure/certification issues and disputes
 - Stark Law
 - Anti-Kickback Statute
 - False Claims Act
 - Civil Monetary Penalty provisions
 - Compliance analyses and assessments

EDUCATION

- University of Akron School of Law, Akron, OH, J.D., *Magna Cum Laude* (2010)
- Baldwin-Wallace University, Berea, Ohio, B.A., *Summa Cum Laude* (2006)

PROFESSIONAL BACKGROUND

- Gunster, Yoakley & Stewart, P.A. (Shareholder October 2018-present)
- RezLegal, LLC- Jacksonville, FL (January 2015-September 2018)
- Brennan, Manna & Diamond - Akron, OH and Jacksonville, FL (2008-2015)
- Lake Health,- Painesville, OH (Risk Manager/General Counsel) 2008-2015

CERTIFICATIONS & AWARDS

- Listed in *The Best Lawyers in America* in Health Care Law, 2022, 2021
- Certified HIPAA Security Officer by EPI Compliance, LLC
- Selected as a “Top Healthcare Legal Professional for 2017” by EPI Compliance, LLC

PRESENTATIONS

- *COVID-19 Impacts on Healthcare Practices*, EPI Conferences, Orlando, April 2021
- *Trends in Healthcare M&A*, IVYFON Miami Family Office Trends Forum, December 9, 2020
- *Business Associates and Breach Reporting*, EPI Conferences, Orlando, FL, February 1-3, 2018
- *The MSO/IPA Advantage in the MACRA Era*, EPI Conferences, Orlando, FL, February 1-3, 2018

- *Ebola and the Public Health System: Risk Management Legal Duties in Fighting a Deadly Infectious Disease*, American Bar Association, panel speaker, October 28, 2014
- *FACTA Compliance: Red Flags Rule for Businesses*, American Public Power Association, Jacksonville, FL, October 27, 2014
- *The Affordable Care Act and Other Developments in Employment Law (Federal and State)*, National Business Institute, Jacksonville, FL, April 23, 2014
- *OSHA Workplace Safety*, National Business Institute, Jacksonville, FL, April 23, 2014
- *Clinical Risk Reduction Strategies and PSO Initiatives*, Florida Society for Healthcare Risk Management and Patient Safety, August 2013
- *Legal Risk and Financial Implications of Physician Acquisition and Integration*, Florida Society for Healthcare Risk Management and Patient Safety, August 2013 (co-presenter)
- *Changes to Ohio's Medicaid Reimbursement via the Integrated Care Delivery System*, OHCA Annual Long-Term Care Convention, April 30, 2013
- *Audit Survival for Chiropractors*, Tri-County Chiropractic Association of Ohio, OSCA District 5, April 18, 2013
- *Behavioral Health Strategic Initiatives via ACOs*, Symposium for Mental & Behavioral Health Providers, Board Members, and Administrators, February 27, 2013
- *Health Home Initiative*, Symposium for Mental & Behavioral Health Providers, Board Members, and Administrators, February 27, 2013
- *Collaboration with Federally Qualified Health Centers*, Symposium for Mental & Behavioral Health Providers, Board Members, and Administrators, February 27, 2013
- *Developments in Radiological and Ultrasound Malpractice Laws in Ohio*, Northeast Ohio Ultrasound Society, February 2, 2013
- *Advance Directives in Ohio: Working in Collaboration with Healthcare Providers*, Lake County Bar Association, Probate Committee, January 2012

PUBLICATIONS/CONTRIBUTIONS

- *Modifier 25 on the Government's Radar... Again*, RezLegal Client Alert/Bulletin, July 2018
- *Healthcare Providers Required to Implement Non-Discrimination Practices under Section 1557 of the Affordable Care Act*, RezLegal Client Alert/Bulletin, October 2016
- *New HHS Guidance Suggests EMR Vendors and other Business Associates Cannot Hold Protected Health Information Hostage*, RezLegal Client Alert/Bulletin, September 2016
- *New Prescriptive Authority for Advanced Registered Nurse Practitioners and Physician Assistants*, RezLegal Client Alert/Bulletin, June 2016
- *MACRA – What it means for Physician Reimbursement*, RezLegal Client Alert/Bulletin, April 2016
- *Changes to Incident-to Billing Rules*, RezLegal Client Alert/Bulletin, March 2016
- *Common Compliance Pitfalls*, MD Life, December 2015
- *The Affordable Care Act and Other Developments in Employment Law (Federal and State)*, National Business Institute, educational program handout April 23, 2014
- *Workplace Safety*, National Business Institute, educational program handout April 23, 2014
- *Keeping What You've Earned: Offensive and Defensive Strategies for Handling Overpayment Audits and Appeals*, Ohio State Chiropractic Association, March 2013 (co-author)

- *Suits Possible for Failure to Report Child Abuse*, ED Legal Letter, October 2012 (contributor)
- *Spotlight on Doctors' Role in Prescription Drug Abuse*, Physician Risk Management, Vol. I, No.2, August 2012 (contributor)
- *Off-Label Prescribing? Know Evidence Base!* Physician Risk Management, Vol. I, No. 9, March 2013 (contributor)
- *EPs Face Legal Risks with Discharging Psych Patients*, ED Legal Letter, February 2013 (contributor)
- *Copy and Paste in ED: Dangerous Practice*, ED Legal Letter, Vol. 23, No. 11, November 2012 (contributor)

ACTIVITIES

- Volunteer at Seamark Ranch, Inc. a non-profit organization serving at risk children and children in foster care. Coordinated Life Skills Program, Equine Program Volunteer
- Co-founder of the Florida Association for Healthcare Practices
- Member and Vice Chair of the Board of Directors of Medicaid Management Services, Inc.
- Owner, Cooper's Creek, horseback riding program in Green Cove Springs, FL



**ROBINSON, KENNON &
KENDRON, P.A.**

**Robinson, Kennon & Kendron, P.A.,
582 West Duval Street, The Ogden House,
Lake City, Florida 32055
Phone Number: 386-755-1334**

Contact Person: THOMAS J. KENNON, III

**Lake Shore Hospital Authority Request for Proposal
for Legal Services August 3, 2022**

RFP # (2022-001)

Lake Shore Hospital Authority
Request for Proposal for Legal Services
RFP # (2022-001)

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ROBINSON KENNON & KENDRON, P.A.

BRUCE W. ROBINSON *†
KRIS B. ROBINSON
JENNIFER C. BIEWEND

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THOMAS J. KENNON, III ††
JOHN J. KENDRON
RACHEL C. BUTLER

Letter of Transmittal

August 15, 2020

**RE: Request for Proposal for Legal Services
RFP # (2022-001)**

Thank you for the opportunity to submit a proposal to service Lake Shore Hospital Authority by providing Attorney Legal Services. Robinson, Kennon & Kendron, P.A., will fulfill all duties as Legal Counsel while providing over 145 years of legal experience. Enclosed is background information on the firm, attorney resumes, and all required documents to your request for qualifications.

Name of the persons authorized to make representations for the Respondent:

Bruce W. Robinson, Shareholder, Telephone: (386) 755-1334
Thomas J. Kennon, III, Shareholder, Telephone: (386) 755-1334

Statement of Qualifications/Affirmation of Florida Bar Membership

The partners of Robinson, Kennon & Kendron, P.A., and other attorneys employed by this firm are fully licensed, authorized and admitted to practice law in the State of Florida and are members of The Florida Bar. Please find enclosed a Summary of Experience and resumes of the attorneys with Robinson, Kennon & Kendron, P.A..

- Bruce W. Robinson, Bar Number: 143796
- Kris B. Robinson, Bar Number: 247870
- Jennifer C. Biewend, Bar Number: 877441
- Rachel Butler Ponte, Bar Number: 1015248
- John J. Kendron, Bar Number: 306850
- Thomas J. Kennon, III, Bar Number: 0844179

Our firm has provided competent and comprehensive legal services to our past and present clients and are prepared to provide the same expectational services as Attorneys for the Lake Shore Hospital Authority. Should you have any questions or need any further information, please do not hesitate to contact us. We look forward to the opportunity to serve you.

Sincerely,

ROBINSON, KENNON & KENDRON, P.A.

DATE: 8/15/22

Thomas J. Kennon, III
For the Firm

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY
†FLORIDA SUPREME COURT CERTIFIED CIRCUIT CIVIL MEDIATOR

††FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

Tab 2: Organization, Size, Structure, and Areas of Practice

Summary of the Firm: Robinson, Kennon & Kendron, P.A.

Robinson, Kennon & Kendron, P.A. is a regional firm situated in North Florida with its main office in Lake City, Florida. The firm has five partners, Bruce W. Robinson; Kris B. Robinson; Jennifer C. Biewend; John J. Kendron; and Thomas J. Kennon, III. The firm has four certified paralegals and several helpful office staff.

Two (2) partners of Robinson, Kennon & Kendron, P.A. ("RKK") have provided legal services to governmental entities since the creation of the firm in 2005. Thomas J. Kennon, III has served as the Attorney for the Town of White Springs, Florida from 2000 to 2013. Mr. Kennon also served as the assistant Attorney and later, lead Attorney for the Town of Fort White, Florida while employed at Darby, Peele, Bowdoin & Payne. As an associate with that firm, he also assisted Herbert Darby, who served as the Attorney for the City of Lake City, Florida. Mr. Kennon has a peer rating of "AV" Preeminent from Martindale-Hubbell.

Bruce Robinson has served and continues to serve as the Attorney for the Baker County Hospital Authority Board. Mr. Robinson was recently recognized for his 50 years of membership in the Florida Bar. During his career, he has earned the distinguished honor of being Board Certified in Civil Litigation. Mr. Robinson has a peer rating of "AV" Preeminent from Martindale-Hubbell.

Robinson, Kennon & Kendron, P.A. has received the highest available rating as a Preeminent Law Firm with a peer review rating of "AV" from Martindale-Hubbell. This peer review recognizes RKK's high ethical standards and professional ability to represent its clients. Robinson, Kennon & Kendron, P.A. continues to strive to maintain these highest of standards for the benefit of our clients.

RKK is also involved in the community and with the Florida Bar. Bruce Robinson has served as the Third Judicial Circuit representative on the Florida Bar Board of Governors. Kris Robinson currently serves as the Third Judicial Circuit representative on the Florida Bar Board of Governors. Rachel B. Ponte is the current Third Circuit representative on the Young Lawyers Board of Governors for the Florida Bar. All members of the firm have served and continue to serve in various community associations such as the Lake City Chamber of Commerce and Rotary Club.

As the attached resumes of the RKK attorneys indicate, RKK has attorneys who practice in most every area of law. RKK utilizes a team approach while representing its clients. Our Firm's clients have the benefit of our team approach and the benefit of over 145 years of combined legal experience.

In particular to municipal government representation, RKK has experience in the following areas:

1. Drafting of ordinances and resolutions. We have also handled issues concerning the revisions and modifications of ordinances and resolutions.
2. Involvement in litigation related to public records requests and compliance, annexation, road closures, eminent domain, and ethical issues.
3. Extensive experience in the drafting of contracts for both municipal clients and business-related clients. We have drafted and interpreted both local, state and international contracts.

4. During our representation of our municipal and governmental clients, we have attended all council and other required board meetings.
5. Mr. Kennon has participated in several bond issues for the Town of White Springs, Florida advising the Town officials and examining all required documentation.
6. Designated members of RKK will be available to municipal staff in any required media form. Attorneys will also be available for any special or other emergency board meetings.
7. We believe that our firm's vast experience and expertise in the many areas of the law that we practice would be a tremendous benefit to the City of Lake City, Florida and its staff.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Tab 3: Past Record and Experience

SUMMARY OF EXPERIENCE OF ATTORNEYS: ROBINSON, KENNON & KENDRON, P.A.

Bruce W. Robinson, Esq.

Bruce W. Robinson is the President of Robinson, Kennon & Kendron, P.A., and was admitted to the Florida Bar in 1972. Mr. Robinson has represented the Baker County Hospital Authority since the early 1980's. He has practiced throughout North Central Florida since that time. Mr. Robinson is a 1971 graduate of the University of Florida Law School with Honors, and a graduate of Florida State University in 1966 with degrees in history and political science. Mr. Robinson is a board-certified, civil trial lawyer and has been since the first exam was given in 1983, and has, in fact, served five (5) years on the Civil Trial Certification Committee. He served as a member of the Board of Governors for the Florida Bar for six (6) years, and has served on the Florida Bar Code and Rules of Evidence Committee, Civil Rules of Procedure Committee and Law School Education and Admissions Committee. Mr. Robinson is an experienced trial lawyer and is a member of the American Board of Trial Advocates. He is also a member of the Defense Research Institute and the Association of Defense Trial Lawyers. His work involves litigation in personal injury cases for both Plaintiffs and Defendants as well as commercial cases.

John J. Kendron, Esq.

John J. Kendron was born in Evanston, Illinois and raised in Lakeland, Florida. He graduated from Lakeland High School, then Florida State University where he acquired his Undergraduate Degree and his Law Degree. Mr. Kendron's practice focuses on estate planning, probate, trust and guardianship administrations. Mr. Kendron also practices in the area of "elder law" and assists our community's seniors with issues regarding estate planning and long term care planning.

Mr. Kendron has been active in support of his community by serving as the Teen Court Judge for Columbia County and on the Board of Directors of Columbia County Senior Services, Inc. In addition, Mr. Kendron has dedicated pro bono representation to firm clients and clients of Three Rivers Legal Services, Inc., having estate planning, probate and real estate needs. Mr. Kendron has been recognized by the Florida Bar for his pro bono service when he was presented the Florida Bar's President's Pro Bono Service Award for 2005 and 2008.

Kris B. Robinson, Esq.

Kris grew up around the practice of law and was inspired to become an attorney after watching his father in trial. After graduating from the University of North Florida, he attended Florida State University School of Law. After working as an associate in another firm, Kris, along with his current partners, wanted to start a new firm and formed Robinson, Kennon & Kendron in 2005. Their idea was to build a firm on a solid foundation of hard work, integrity and a desire to aggressively represent their clients.

Kris is a trial lawyer and represents clients in all areas of civil litigation, including: Personal Injury; Auto Accidents; Business Litigation; Consumer Rights; Fraud; Defamation and Slander; Bank Fraud; Foreclosure Fraud; Environmental Litigation; Real Property and Contract Disputes. In addition, he also assists clients with the formation and protection of their businesses, along with the protection of family assets.

As a trial lawyer Kris has both represented and sued some of the largest corporations in the country

Lake Shore Hospital Authority
Request for Proposal for Legal Services
RFP # (2022-001)

in a wide variety of cases from “class action” to small claims court. This has given him a unique perspective and wealth of experience to draw upon. Kris is a member of the Third Judicial Circuit Bar Association and its former Treasurer, Secretary and President. He is a former Young Lawyers Division of the Florida Bar Board of Governors representative; past chairman of the Florida Bar’s Unlicensed Practice of Law Committee; and present member of the Third Judicial Circuit Grievance Committee.

Thomas J. Kennon, III, Esq.

Thomas “Todd” J. Kennon, III, has been practicing law in Lake City, Florida, and the Third Judicial Circuit since 1990. His area of practice focuses on family law, contract litigation, real estate litigation, and general civil litigation. In addition to the above practices, Mr. Kennon is a Florida Supreme Court Certified Family Law Mediator, mediating a family law case almost every week. He is available to mediate family law for those parties represented by attorneys and those parties who want to attempt to resolve their divorce without hiring an attorney. Mr. Kennon was born in Live Oak, Florida. After high school, he attended Lake City Community College and later the University of Florida, where he received his Bachelor of Arts in 1987. He then attended the University of Florida, College of Law and received his Juris Doctorate, with Honors in 1989.

Jennifer C. Biewend, Esq.

Jennifer C. Biewend (Jenna) was born in Atlanta, Georgia but grew up in Tarpon Springs and Gainesville, Florida. She graduated with honors from the University of Florida in 2000, with a degree in English and a minor in Business. She later obtained her law degree from the University of Florida Levin College of Law in 2004. While in law school, Ms. Biewend received the Book Award in Appellate Advocacy, was on the Journal of Law and Public Policy, and served as an intern at the Office of the State Attorney in Gainesville, in the Domestic Violence and County Traffic Court divisions. Ms. Biewend worked as an Assistant State Attorney in county court from 2004-2005, where she gained invaluable courtroom and trial experience. She then worked in civil litigation at the law firm of Avera & Smith in Gainesville from 2005-2016, where she primarily practiced in the areas of personal injury and workers’ compensation. In addition to personal injury and workers’ compensation, Ms. Biewend has experience in several other areas of law, including criminal defense, civil rights, employment law, medical malpractice, nursing home negligence, wrongful death, and product liability. Ms. Biewend joined Robinson, Kennon and Kendron in March of 2016 and practices in multiple areas of law, with a primary focus on automobile and work-place accidents. In her spare time, Ms. Biewend enjoys camping, hiking, kayaking, painting, motorcycle riding, working on her 1964 Mustang, and spending time with her husband, Rob, and daughter, India.

Rachel Butler Ponte, Esq.

Rachel received her Bachelors of Arts in History from Florida State University. She earned her Juris Doctorate from Florida State University College of Law. While in law school, she was a member of the Phi Delta Phi International Honors Society and was a managing editor of the Journal of Transnational Law and Policy. She received a Book Award in Health Insurance. Rachel also received the Pro Bono Service Award for volunteering at the Office of the Public Defender of the Third Judicial Circuit in Lake City, Florida. Rachel was a summer associate at Robinson, Kennon, and Kendron before joining the firm after her graduation.

Please See Tab 6 for Resumes

Lake Shore Hospital Authority
Request for Proposal for Legal Services
RFP # (2022-001)

References

Frederick Laurence Koberlein Jr.

Bar Number: 744271

Mail Address:

Koberlein Law Offices

855 SW Baya Dr

Lake City, FL 32025-4208

Office: 386-269-9802

Cell: 386-269-9802

Fax: 888-908-8699

Email: fred@klolaw.com

Joel Fletcher Foreman

Bar Number: 13483

Mail Address:

The Law Office of Joel F. Foreman, PLLC

PO Box 550

Lake City, FL 32056-0550

Physical Address:

137 NW Madison St

Lake City, FL 32055-3924

Office: 386-752-8420

Cell: 386-984-0627 - No Text Messages

Email: joel@foreman.law

Baker County Hospital Authority

Register Agent – Darryl Register

Mailing Address – 20 E. Macclenny Ave.,

Macclenny, FL 32063

Email – dregister@bakerchamberfl.com

Phone – 904-259-6433

Website – bakercountyflhospitalauth.com

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ATTACHMENT NO. 1

OFFICE OF THE ATTORNEY GENERAL ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. Provide all requested and necessary legal work required of the Authority.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the *above* matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed *TBD* and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable *services* reach *TBD*. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
2. Billable hours shall be measured in 6 minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at 50 percent of the hourly rates reflected in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior *written* authorization by the AGENCY and shall be reimbursed based upon documented third party *vendor* charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and must be justified to the AGENCY and shall be reimbursed based on documented third-party *vendor* charges. If these charges exceed *TBD*, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.
5. Reimbursable costs shall not exceed *TBD*. The CONTRACTOR shall notify the AGENCY in writing when costs reach *TBD*. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within 30 days of service provision, each invoice statement for fees and costs shall be submitted in *one (1) copy*, in a format that includes, at a minimum, the following information:
 - a. Case name and number, if applicable, or other legal matter reference
 - b. Invoice number for the particular bill or statement
 - c. Inclusive dates of the month(s) covered by the invoice
 - d. Itemization of the dates; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one set forth in Exhibit 1, e.g., travel at a reduced hourly rate.
 - e. A listing of all invoiced costs to be accompanied by copies of actual receipts.
 - f. Prior balances or payment history should be shown separately, if at all.
 - g. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed in this invoice statement for payment are accurate and were performed in furtherance of the AGREEMENT between the Lake Shore Hospital Authority and Robinson, Kennon & Kendron, P.A.
 - h. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY's contract administrator is *Dale Williams*.
2. The CONTRACTOR's contract administrator is *Thomas J. Kennon, III*. However, if multiple law firms are parties to the AGREEMENT, then the AGREEMENT must address the internal system of governance among the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.
3. All *written* approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. The AGREEMENT shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., bulk third party copying) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

EXHIBIT 1- Fee Schedule

I. HOURLY BILLING SCHEDULE:

A. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

	NAME	HOURLY RATE
1.	<u>Bruce W. Robinson</u>	<u>165.00</u>
2.	<u>Thomas J. Kennon, III</u>	<u>165.00</u>
3.	<u>Kris B. Robinson</u>	<u>165.00</u>
4.	<u>Rachel Butler Ponte</u>	<u>165.00</u>
5.	<u>Paralegals</u>	<u>60.00</u>

The above rates may be adjusted if both parties agree and shall be documented in writing by amendment to this AGREEMENT.

ATTACHMENT NO. 2

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: Lake Shore Hospital Authority,

by Thomas J. Kennon, III and Bruce W. Robinson, Shareholders

(Print individual's name and title)

for Robinson, Kennon & Kendron, P.A.

whose business address

(Print name of entity submitting sworn statement)

is 582 West Duval Street, Lake City, Florida 32055

and (if applicable) its Federal Employer Identification Number (FEIN) is, 20-2029910

If the entity has no FEIN, include the Social Security Number of the individual signing this statement:

N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH THE LIFE OF THE CONTRACT. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature

8/15/22

Date

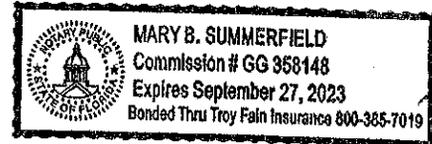
STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me, by means of

Physical presence; or ___ online notarization this 15th day of August
2022 by Thomas J. Kennon, III

who is personally known to me; or ___ has produced a Florida driver's license as identification.

Mary B. Summerfield
Notary Public, State of Florida



(NOTARIAL SEAL)

Sept. 27, 2023
My Commission Expires:

ATTACHMENT NO. 3

DRUG FREE WORKPLACE
PROGRAM REQUIREMENTS

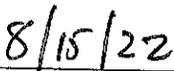
The undersigned Respondent in accordance with Florida Statute 287.087 hereby certifies that does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or no/a contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.



Proposer's Signature



Date

Tab 5: Billing Rate

Robinson, Kennon & Kendron, P.A would serve as Lake Shore Hospital Authority's counsel and provide all routine legal services requested, including, but not limited to:

- Provide advice on legal matters, issues, and policies such as tax, employment and labor law, real estate, use of federal and state funding, insurance, and risk management.
- Provide professional and authoritative legal and policy advice relating to client matters always representing our client's best interest.
- Develop and maintain template documents and assist staff in preparing various legal documents to include contracts, agreements, memorandums of understanding, and other items as requested,
- Lead and write, in preparing and reviewing institutional policies and procedures; assists in preparing and reviewing regulations, bylaws, and other documents with legal specialty areas.
- Perform sophisticated legal research, investigations, and analysis regarding legislative, policy, administrative, and client matters.
- Prepare legal memoranda, court pleadings, and other papers for filing in litigation and administrative matters.
- Represent our client in administrative hearings and arbitration.
- Monitor and resolve disputes which may lead to litigation.
- Advise our clients in resolving out-of-court settlements.
- Assist with resolving outstanding legal cases in a timely and strategic manner.
- Provide legal guidance, including correct and defensible legal advice and opinion letters and preparing legal documents that supports our clients and their mission.
- Conduct frequent and systematic review of current and proposed federal laws, regulations, state statutes, and rules as they relate to the operation of the authority.
- Review and advise on authority policies and procedures and handbooks, including drafts of new policies and procedures and handbooks and advises Trustees on the same.
- Provide oral and written recommendations to the Executive Director and Trustees, when necessary.
- Confer with administrators on matters involving legal interpretation and decisions related to client activities, policy questions, and operating problems.

COMPENSATION

Compensation

Robinson, Kennon & Kendron, P.A proposes as its compensation for services, as they are outlined

Lake Shore Hospital Authority
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RFP # (2022-001)

above, in Exhibit "A" attached hereto.

Reimbursement of Costs

Robinson, Kennon & Kendron, P.A will not charge the Lake Shore Hospital Authority for routine electronic legal research services, but shall be reimbursed for actual costs incurred on all other travel performed for Lake Shore Hospital Authority, and other actual charges incurred in providing services to Lake Shore Hospital Authority including, but not limited to, extraordinary copy costs, conference call charges and express mail.

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Tab 6: Response Time

Average Response Time:

Urgent Matters = 4-6 Hours

Routine Matters = 6-12 Hours

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Tab 7: Resumes

Index of Resumes (In order as they appear in PDF Packet)

Robinson, Kennon & Kendron, P.A.

- 1. John J. Kendron, Esq.**
- 2. Kris B. Robinson, Esq.**
- 3. Bruce W. Robinson, Esq.**
- 4. Thomas J. Kennon, III, Esq.**
- 5. Jennifer C. Biewend, Esq.**
- 6. Rachel Ponte, Esq.**

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JOHN J. KENDRON
ROBINSON, KENNON & KENDRON, P.A.
582 W. DUVAL STREET
POST OFFICE BOX 1178
LAKE CITY, FLORIDA 32056-1178
TELEPHONE: (386) 755-1334
FACSIMILE: (386) 755-1336
jjk@rkkftorneys.com

EMPLOYMENT:

2000 - 2004:

Brannon, Brown, Haley, Robinson & Bullock, P.A.: Associate Attorney whose practice focused on estate planning, probate, trust and guardianship administrations.

2005 – Present:

Robinson, Kennon & Kendron, P.A.: In 2005 Robinson, Kennon & Kendron, PA was formed. We are a full service law firm where my practice focuses on estate planning and probate, trust and guardianship administrations.

EDUCATION:

Florida State University; Tallahassee, Florida; Bachelor of Arts with Honors awarded December 1996.

Florida State University, College of Law; Tallahassee, Florida; Juris Doctorate with Honors awarded May 2000.

BAR SERVICE:

Third Circuit Judicial Nominating Commission: Present Chair; Reappointed 2019 by Governor Ron DeSantis; Appointed 2016 by Governor Rick Scott; Reappointed 2009 to 2015 by Governor Rick Scott; Appointed 2006 to 2009 by Governor Jeb Bush
Statewide Judicial Nominating Procedures Committee: Member, 2012 to 2018
Third Circuit Bar Association: Officer 2014 to 2017 and Past-President 2017/2018
Third Circuit Grievance Committee: Past Chair; 2006 to 2009 and 2014 to 2017
Third Circuit Unlicensed Practice of Law Committee: Past Chair; 2005 to 2011
Real Property, Probate and Trust Law Section: Executive Council; 2007 to 2011
Real Property, Probate and Trust Law Section: Member; 2000 to Present
Elder Law Section – Member: 2000 to Present

COMMUNITY SERVICE AND HONORS:

St. James Episcopal Church: Vestryman and Treasurer: 2014 – 2018; Member since 2005
Lake City-Columbia County Chamber of Commerce: Member, 2012 to Present
Office of the Public Guardian, Board of Directors: 2013 to 2020
Columbia County Senior Services, Board of Directors: 2000 to 2006 and 2014 to 2017
Florida Bar President's Pro Bono Service Award Recipient: 2006 and 2008
Columbia County Teen Court Judge: 2001 to 2003
United States Marine Corps, Sergeant: 1994 to 2002

Kris B. Robinson

582 W Duval St.
Lake City, Florida 32055
kbr@rkkattorneys.com
(386) 755-1334

EDUCATION

Florida State University College of Law Tallahassee, Florida
Juris Doctor, December 1999

University of North Florida Tallahassee, Florida
Bachelor of Arts in History, May 1997

LEGAL EXPERIENCE

Robinson, Kennon & Kendron, P.A. Lake City, Florida
Partner 2005-present

Brannon Brown Haley Robinson & Bullock Lake City, Florida
Associate Attorney 2000-2005

Trial attorney with experience representing municipalities, Baker County Hospital Authority, Suwannee River Water Management District, CARC, banks, individuals, and large business entities.

Substantial experience with the drafting of complex contracts as well as the defense and enforcement of contractual agreements.

VOLUNTEER WORK

Florida Bar Board of Governors
Third Judicial Circuit Representative 2020 – present
Former Third Judicial Circuit Representative for the Young Lawyers Division of the Florida Bar Board of Governors
Designated Reviewer for the Third Judicial Circuit Grievance Committee
Disciplinary Review Committee
Disciplinary Procedure Committee

Former Counsel for CARC

Florida Bar Association
Former member of the Third Judicial Circuit Grievance Committee
Chair of the Third Judicial Circuit Unlicensed Practice of Law Committee

Third Judicial Circuit Bar Association

Past President
Past Vice President
Past Treasurer
Past Secretary

BRUCE W. ROBINSON
ROBINSON, KENNON & KENDRON, P.A.
582 W. DUVAL STREET
POST OFFICE BOX 1178
LAKE CITY, FLORIDA 32056
TELEPHONE: 386-755-1334
FACSIMILE: 386-755-1336
bwr@rkktorneys.com

EMPLOYMENT:

1972 – 2005:

Brannon, Brown, Haley, Robinson & Bullock, P.A.

2005 – Present:

Robinson, Kennon & Kendron, P.A.: My current practice focuses on civil litigation involving commercial and personal injury litigation, as well as business law and corporate matters. I have also had experience in administrative law, including trials and appeals. Additionally, I mediate and arbitrate cases.

EDUCATION:

University of Florida College of Law; Gainesville, Florida, Juris Doctorate with Honors awarded December, 1971.

Florida State University; Bachelor of Arts, Tallahassee, Florida, 1966.

BAR ADMISSIONS:

Florida Bar, 1972
U.S. District Court Middle District of Florida, 1973
U.S. District Court Northern District of Florida, 1981
U.S. Court of Appeals 5th Circuit, 1981
U.S. Court of Appeals 11th Circuit, 1981

CERTIFICATIONS/SPECIALITIES:

Rated AV Preeminent by Martindale Hubbell, the highest rating a lawyer can receive.
Board Certified Civil Trial Attorney
Supreme Court Certified Circuit Civil Mediator
Certified Arbitrator

BAR ACTIVITIES:

Young Lawyers Division, Board of Governors, 1978-1979
Florida Bar Board of Governors, 1994-2000; 2014-2020

Service on Florida Bar Committees:

- Civil Trial Certification Committee
- Civil Procedure Rules Committee
- Code & Rules of Evidence Committee
- Student Education and Admissions Committee

Third Judicial Circuit Grievance Committee and Past Chair
Liaison to the General Practice, Solo & Small Firm Section for the Florida Bar
Board of Governors
Mentoring Program for law students

OTHER ACTIVITIES AND HONORS:

Omicron Delta Kappa (University Leadership Honorary Association)
Gold Key (University Leadership Honorary Association)
Lake City, Columbia County Chamber of Commerce Board of Directors –
1974-1977; 2005-2009; 2020-2022
President, Lake City, Columbia County Chamber of Commerce – 1978;
United States Marine Corps, Captain, 1966-1971
Navy Achievement Medal with Combat V
American Board of Trial Advocates (President, North Central Florida Chapter
2006)
American Inn of Court
Graded Bar Exams for the Florida Board of Bar Examiners
Former Senior Warden and Vestryman of St. James Episcopal Church
Epiphany School Board
Chair of Epiphany School Board
Kiwanis Club
VFW
American Legion
Military Officers Association of America
Marine Corps League
Tradition of Excellence Award from Solo & Small Firm Section for the Florida Bar

THOMAS J. KENNON, III
ROBINSON, KENNON & KENDRON, P.A.
582 W. DUVAL STREET
POST OFFICE BOX 1178
LAKE CITY, FLORIDA 32056
TELEPHONE: 386-755-1334
FACSIMILE: 386-755-1336
tjk@rkktorneys.com

EMPLOYMENT/EXPERIENCE:

2005 - Present:

Robinson, Kennon & Kendron, P.A. - Partner: My current practice is in the areas of family litigation, mortgage foreclosure litigation, contract litigation and other general real estate transactions. I have served as the Town Attorney for The Town of White Springs, Florida from 2000 to 2013. I also served as assistant Attorney and later, lead Attorney for Town of Fort White, Florida. In addition to the aforementioned entities, I am currently the General Counsel for the Advent Christian Village at Dowling Park, Florida from 2020 to present.

2003 - 2005:

Brannon, Brown, Haley, Robinson & Bullock, P.A. - Associate Attorney: As an associate, my practice areas were in municipal law, family law, real estate transactions and general civil litigation.

1990 - 2003:

Darby, Peele, Bowdoin, Payne & Kennon, P.A. - Partner: Assisted other Partners with their representations of the City of Lake City, Florida (Herbert Darby) and Town of Fort White, Florida (Rod Bowdoin).

CERTIFICATIONS/ SPECIALTIES:

Supreme Court Certified Family Mediator
Supreme Court Certified Arbitrator

EDUCATION:

University of Florida College of Law; Gainesville, Florida. Juris Doctorate with Honors awarded December 22, 1989.

University of Florida; Bachelor of Arts, College of Liberal Arts & Sciences
awarded May 2, 1987.

Lake City Community College; Associate of Arts Degree (Magna Cum Laude)
awarded April 26, 1985.

TEACHING:

University of Florida Department of Criminology, Instructor Legal Research and
Writing.

ACTIVITIES/HONORS:

- Town Attorney for The Town of White Springs, Florida;
- Value Adjustment Board Attorney for the following counties:
 1. Columbia County (2018 to present)
 2. Hamilton County (2018 to present)
 3. Baker County (2019-present)
 4. Union County (2019)
 5. Dixie County (2019 to present)
- Town Attorney for Town of Fort White, Florida (1990 to 2003)
- Martindale Dale Hubbell Rating of AV Preeminent
- Florida Bar, Young Lawyers Board of Governors (1992-1996)
- Board of Director, Columbia County Association for Retarded Citizens, Inc.
- President, Columbia County Bar Association (1993 - 1994)
- Member, Florida Bar All Bar Conference Committee
- Past Coach, Columbia High School Mock Trial Team
- Past President, Phi Delta Phi, International Legal Honor Fraternity
- Member, John Marshall Bar Association
- Member, University of Florida Trial Team (1989)
- President's Honor Roll for 4.0 grade point average, fall semester 1986 (UF)
- Adjunct Professor - College of Liberal Arts and Sciences (UF) (1986 - 1987)
- Admitted to Florida State Courts
- Intern as Investigator with Public Defender's Office (Third Circuit) 1986-1987
- Rotary Club; Paul Harris Fellow

References available upon request.

JENNIFER CATHERINE BIEWEND

874 SW Cherub Glen
Lake City, Florida 32025
jcb@rkkattorneys.com
(352)359-6430

EDUCATION

University of Florida Levin College of Law, 2004 Gainesville, Florida

Book Award: Appellate Advocacy

Member: *Journal of Law and Public Policy*

Extern: Domestic Violence Division of the 8th Circuit
Office of the State Attorney – 2003

Intern: Traffic Division of the 8th Circuit
Office of the State Attorney – 2004

Founder: LSKSN – Law Students with Kids Support Network

University of Florida Gainesville, Florida

Bachelor of Arts in English with a Minor in Business, 2000
With Honors

Member: Falling Gators Sport Parachute Team

LEGAL EXPERIENCE

Robinson, Kennon & Kendron, P.A.
Partner

Lake City, Florida
March 2016 to Present

Practice Areas:

- Personal Injury (both Plaintiffs and Defendants)
- Insurance Defense
- Employment Law (both Plaintiffs and Defendants)
- Corporate Defense (including Financial Institutions)
- Workers' Compensation (both Claimants and Defendants)
- Appellate Law
- Defamation
- General Civil Litigation
- Contract Litigation
- Probate Litigation
- Civil Rights Litigation (both Plaintiffs and Defendants)

Avera & Smith, LLP
Associate Attorney

Gainesville, Florida
2005-2016

Practice Areas: Personal Injury
 Employment Law
 Workers' Compensation
 Appellate Law
 General Civil Litigation
 Contract Litigation
 Probate Litigation
 Criminal Defense
 Civil Rights Litigation

Office of Eighth Judicial Circuit State Attorney
Assistant State Attorney

Gainesville, Florida
2004-2005

Prosecuted cases in General Misdemeanor and Criminal Traffic
Intern/Extern in Criminal Traffic and Domestic Violence

2003-2004

CURRENT MEMBERSHIPS AND ADMISSIONS

Florida Bar

Third Judicial Circuit Bar Association

U.S. District Court, Northern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

Rachel Butler Ponte

1832 SW Paloma Court
Lake City, Florida 32025
rcb@rkkattorneys.com
(386) 288-4286

EDUCATION

Honors & Activities **Florida State University College of Law**, May 2018 Tallahassee, Florida
Book Award: Health Insurance Law
Pro Bono Service Award
Phi Delta Phi – International Honors Society
Journal of Transnational Law & Policy, 2017-2018 Managing Editor
Family Law Clinic CLE Participant

Honors & Activities **Florida State University** Tallahassee, Florida
Bachelor of Arts in History, May 2015
Dean's List
Alpha Phi Fraternity two-year executive board member
Garnet and Gold Guide for Florida State Seminoles Football Team

LEGAL EXPERIENCE

Robinson, Kennon & Kendron, P.A. Lake City, Florida
Senior Associate April 2019 to Present
Practice Areas: Family Law, Real Estate Litigation, Estate Planning
Law Clerk Summer 2017, Fall 2018

Office of Third Circuit Public Defender Lake City, Florida
Legal Intern Summer 2015, Winter 2015, Winter 2016
Interviewed clients after felony arrests at local detention facilities
Assisted with investigations and compiled discovery

VOLUNTEER WORK

Florida Bar Young Lawyers Division April 2019 to Present
Board of Governors (Third Judicial Circuit Seat)

Florida Bar Family Law Rules Committee Member June 2020 to Present

Florida Bar Voluntary Bar Association Member July 2020 to Present

Third Judicial Circuit Bar Association April 2019 to Present
Executive Board (Secretary (2020-2021); Treasurer (2022))

Altrusa International (District Three) Member February 2020 to Present

Alpha Phi Fraternity at Florida State University August 2018 to Present
Chapter Advisor

CERTIFICATIONS & AWARDS

Florida Bar Young Lawyers Division
President's Award (2022)

Florida Department of Revenue Value Adjustment Board
Training Certificate (2019, 2020)

Tab 8: Insurance

Index for Proof of Insurance (In order as they appear in PDF Packet)

Robinson, Kennon & Kendron, P.A.

1. Florida Layers Mutual Insurance Company: Professional Liability Insurance
2. Acord: Certificate of Liability Insurance

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Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

Declarations

Policy Number: 100813

Item 1. Named Insured: Robinson, Kennon & Kendron

Mailing Address: P.O. Box 1178
Lake City, FL 32056

Item 2. Policy Period: From 01/10/2022 to 01/10/2023 at 12:01 A.M.

Standard Time at Your Address Shown Above

Item 3. Limit of Liability: \$2,000,000 *Per Claim*

\$2,000,000 *Total Limit*

Item 4. Deductible: \$10,000 *Annual Aggregate*

Item 5. Policy Premium: \$27,825.00 *Annual Premium*

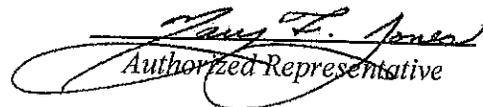
Item 6. Forms and Endorsements Attached at Policy Issuance:

FLPL-101 (R.10/01/2018) FLPL-200R (R.01/01/2014) FLPL-103 (R.08/01/2011)
FLPL e-JD™ (R.01/01/2016)

The Policy is not valid until signed by Our authorized representative.

January 12, 2022

Date Issued


Authorized Representative

FLPL-100 (R.08/01/2011)

Page 1 of 1



Florida Lawyers Mutual
INSURANCE COMPANY

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

RETROACTIVE DATE SCHEDULE ENDORSEMENT

Named Insured: Robinson, Kennon & Kendron

Policy Number: 100813

Endorsement Number: 1

Effective Date: 01/10/2022

It is understood and agreed that the **Retroactive Date** of each lawyer is as shown below:

<u>Name</u>	<u>Retroactive Date</u>
Jennifer Biewend	03/01/2016
Rachel C. Butler	04/17/2019
John J. Kendron	09/13/2000
Thomas J. Kennon	07/01/2002
Bruce W. Robinson	03/12/1984
Kris B. Robinson	05/01/2000

All other terms and conditions of the **Policy** remain unchanged.

January 12, 2022

Date Issued

FLPL-103(R.08/01/2011)

[Signature]
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Wheeler Agency 622 South West Main Blvd Lake City FL 32025-5708		CONTACT NAME: John Wheeler PHONE (A/C No./Ext): (386) 752-8660 E-MAIL ADDRESS: john@thewheeleragency.com FAX (A/C No.): (386) 752-9802	
INSURED ROBINSON, KENNON AND KENDRON, P.O. BOX 1178 Lake City FL 32056		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUTUAL - West American Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

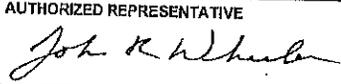
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BZW58256704	01/10/2022	01/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF LAKE CITY 205 N MARION AVE LAKE CITY FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ROBINSON KENNON & KENDRON, P.A.

BRUCE W. ROBINSON *†
KRIS B. ROBINSON
JENNIFER C. BIEWEND

ATTORNEYS AT LAW
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LAKE CITY, FLORIDA 32056-1178
Telephone (386) 755-1334
Facsimile (386) 755-1336
www.rkkattorneys.com

THOMAS J. KENNON, III ††
JOHN J. KENDRON
RACHEL C. BUTLER

EXHIBIT "A" to Robinson, Kennon & Kendron, P.A. Proposal to Lake Shore Hospital Authority

The rates for legal fees and costs are requested as follows:

1. One monthly flat rate fee retainer of \$750.00, which shall include the attendance of meetings and to be available for routine phone calls and inquires;
2. Attorneys' administrative billing rate for other services = \$165.00 per hour;
3. Attorneys' litigation billing rate (any lawsuits filed by the Authority or against the Authority) = \$200.00 per hour;
4. Paralegal, legal assistants, and legal clerk's billing rate = \$60.00 per hour;
5. Copying costs = \$0.20 per copy;
6. Travel mileage = current IRS rate.

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Staff Report

September 12, 2022 Regular Meeting

NEW	1
RENEW	3
INELIGIBLE (INCOME OR OTHER)	1
TOTAL CLIENTS SEEN IN OFFICE IN AUGUST	5
ACTIVE MEMBERS	40
PUBLIC VISITS	27

PRIMARY CARE VISITS – 4 LOCATIONS

July, 2022	14
YTD (Fiscal year October – Sept)	287

PHARMACY USAGE

July, 2022	
PATIENTS SERVED	10
RX'S FILLED	27