

DRAFT

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Regular Meeting – April 10, 2023, 5:30 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
Todd Kennon, Attorney
Cynthia Watson, LSHA Staff
Richard Powell, Accountant
Dwayne Cunningham, LSHA Staff
Sonja Markham, LSHA Staff
Karl Plenge, NOC
Stew Lilker, Col. Cty. Observer
Morgan McMullen, LCR
Garrett Morrison

1 participant participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/virtual April 10, 2023, Regular Meeting to order at 5:30 P.M. Chairman Beil called for additions/deletions to the Agenda. There were none. **Motion** by Mrs. Lory Chancy to approve adoption of the Agenda. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Stew Lilker.

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.**

NEW BUSINESS

Discussion and possible action - Bedoya Building Demolition Bid Update

Bedoya building demolition specifications/requirements and the bid award contract have been provided to the Trustees. The tentative bid schedule will be as follows: legal ads will run on April 15th and April 19th, Pre-Bid Conference will be May 2nd and bids will be available for award at the May 8th LSHA Board Meeting. No changes were requested by the Trustees.

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LSHA - Regular Meeting Minutes
April 10, 2023

Discussion and possible action – LSHA Consulting Agreement with Powell Consulting

Mr. Powell has sold Powell and Jones, CPA's and will no longer perform audits. They wish to continue as financial advisors to the Authority. The rate will be \$125.00 an hour. Discussion. **Motion** by Mrs. Lory Chancy to approve the Powell Consulting Service Agreement. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

Discussion and possible action – LSHA GL for Land and Buildings 2023-24 Quote

Mr. Williams informed the Trustees of the 3.0% increase regarding the GL quote. The current year was \$22,775.00 and the renewal for 2023-24 will be \$23,450.00. There is an exclusion for firearms with the existing company. The Authority was also provided a quote from a company that will insure firearms; however, other coverages are not provided. Mr. Williams recommends we continue with the existing company. Discussion. **Motion** by Mrs. Lory Chancy to renew the GL coverage for Land and Buildings. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

Update – Contract with EM PALS (Emergency Physicians at Lake Shore)

Mr. Williams informed the Trustees that the Commercial Office Space Lease Agreement with EM PALS is in their packets. Dr. White is reviewing the Commercial Office Space Lease Agreement. Meetings will be set up between Mr. Kennon and Counsel for Dr. White. Discussion. Changes will be made for a clear line on understanding in section 1 and section 8 in the lease. A revised draft lease will be available at the May 8th Trustee meeting.

Update – Contract with Meridian Behavioral Healthcare

Mr. Williams informed the Trustees that the initial meeting with Meridian was very good. He also informed the Trustees of the upcoming weekly telephone conversations between Meridian staff and Authority staff. Mr. Kennon gave an update on the reverter clause.

UNFINISHED BUSINESS

None.

STAFF REPORT

Discussion regarding the "Medical Assistance Plan" application for the Authority. Mr. Williams will try to have a draft of an updated/revised application at the May 8th meeting.

BOARD MEMBER COMMENTS

Mrs. Lory Chancy would like to set up a meeting with Dwayne re: equipment in the hospital.

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April 10, 2023

Chairman Beil adjourned meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

DEMOLITION BID
BEDOYA BUILDING
MAY 2, 2023
PROJECT # 2023-0001

NAME (PRINTED) Everett Phillips
COMPANY NAME Bubba's Site Prep Northshore Inc.

NAME (PRINTED) Howard Peeler
COMPANY NAME Dales Excavation

NAME (PRINTED) Dana Haynes
COMPANY NAME Curt's Construction

NAME (PRINTED) _____
COMPANY NAME _____

NAME (PRINTED) _____
COMPANY NAME _____

NAME (PRINTED) _____
COMPANY NAME _____

NAME (PRINTED) _____
COMPANY NAME _____

NAME (PRINTED) _____
COMPANY NAME _____

Sonja Markham

From: Dwayne Cunningham
Sent: Tuesday, April 11, 2023 12:44 PM
To: Dale Williams
Cc: Sonja Markham
Subject: Two Story Elevator Upgrade
Attachments: DLM Shands Lake Shore (1).pdf; DMC Customer Letter June 2021.pdf; Shands Lake Shore MOB mod sl proposal.pdf

Dale,

I am writing to provide an update on the work conducted by TK Elevators to upgrade the mandatory DLM system on the women's pavilion elevator. The current DMC controller was found to be faulty and obsolete since 2019. The best course of action is to modernize it with a new DMC controller and compatible components.

However, this will significantly impact the original project proposal. The cost has increased from the initial estimate of \$22,000 to \$58,000, not including any potential mechanical room modification costs that may be necessary.

I am currently working to determine whether any mechanical room modifications will be required and will update you accordingly.

I have included both proposals and the obsolescence letter for your reference.

Please advise at your convenience
Dwayne

Dwayne Cunningham
Director of Facilities Operations
T: (386) 365-8621
E: Dwayne@lakeshoreha.org

*Lake Shore Hospital Building
259 NE Franklin Street suite 102
Lake City, FL 32055*



Repair Work Order



SHANDS LAKE SHORE - MOB

January 31, 2023

Purchaser: Lake Shore Hospital
Address: 259 Ne Franklin St Ste 102
Lake City, FL 32055-2983

Location: SHANDS LAKE SHORE -
MOB
Address: 348 Ne Methodist Terr
Lake City, FL 32055-3088

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Twenty One Thousand Eight Hundred Forty Five Dollars (\$21,845.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
1	Traveling Cable	Operational
1	Door Lock Monitoring	Code Requirement

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 904 2604656.

We appreciate your consideration.

Regards,

Ben Garrett
TK Elevator Corporation
6942 Phillips Parkway Dr S
Jacksonville FL 32256
ben.garrett@tkelevator.com | +1 904 2604656

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Traveling Cable

TK Elevator will provide labor and material to install a new travel cable on the elevator(s) referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more.

Door Lock Monitoring

TK Elevator will furnish and install a door lock monitoring system. ASME A17.3-2015 Section 3.10 Operating Devices and Control Equipment requires the installation of Door Lock Monitoring system to monitor the location of doors to ensure passenger safety. This requirement ensures that an elevator will not operate if the hoistway door interlock or car door gate switch circuitry was either bypassed or failed in a way that renders the circuitry bypassed. All buildings must be code compliant by 12/31/2023. In order to accommodate the new code, we propose to furnish the necessary labor and materials to install door lock monitoring. Upon completion of the installation, TKE will conduct a pretest. *Permit fees and testing are included in this price.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$21,845.00
Initial progress payment:	(50%)	\$10,922.50
Total due upon completion:	(50%)	\$10,922.50

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same. In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Lake Shore Hospital (Purchaser):	TK Elevator Corporation Management Approval
By: (Signature of Authorized Individual) Dwayne Cunningham	By: (Signature of Branch Representative) Brittani Lassiter Branch Manager
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



Attn: Dwayne Cunningham
Lake Shore Hospital
259 Ne Franklin St Ste 102
Lake City FL, 32055-2983

Date	Terms	Reference ID	Customer Reference # / PO
January 31, 2023	Immediate	ACIA-20CNEOW	
Total Contract Price:			\$21,845.00
Down Payment:		(50%)	\$10,922.50

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 904 2604656. To make a payment by phone, please call 678-424-3417 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Lake Shore Hospital	Remit To:	
Location Name:	SHANDS LAKE SHORE - MOB	TK Elevator	
Customer Number:	94546	PO Box 3796	
Quote Number:	2022-2-1344833	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-20CNEOW		
Remittance Amount:	\$10,922.50		



TK Elevator Corporation
11606 Haynes Bridge Road, Suite 605
Alpharetta, GA 30009

June 2, 2021

Product Availability Notice: DMC Control System

Dear Valued Customer,

In Dec 2019, TK Elevator began communicating that due to electronic part obsolescence, we would soon be unable to service several critical components of your DMC Controller. TK Elevator worked hard to delay this inevitability, buying mass quantities of the high-risk parts, and limiting their sale to only our service customers. We also began earnest development of a tailored modernization solution for the DMC Controller.

This letter is to notify you that:

1. High demand for these parts has accelerated our obsolescence timeline. We estimate that our inventory will become depleted in 2 years – June 2023. After this date, OEM spare parts will increasingly be unavailable.
2. The modernization solution for DMC has released for sale. The streamlined H-Power SL package will give your hydraulic elevator high performance, reliability, safety and code compliance along with a new look and feel. Installation typically takes less than a week and we are proud to offer it with a 5-week lead time.

To avoid extended downtimes due to obsolescence, we encourage you to modernize as soon as possible. Your local TK Elevator Service and/or Modernization Sales Representative is available to answer your questions and assist you in developing a plan to fit your needs.

Sincerely,

Tiffany Judd
Head of Product Management – North America
TK Elevator

Modernization Proposal



SHANDS LAKE SHORE - MOB

January 31, 2023

Purchaser: Lake Shore Hospital

Location: SHANDS LAKE SHORE -
MOB

Address: 348 Ne Methodist Terr
Lake City, FL 32055-3088

Address: 348 Ne Methodist Terr
Lake City, FL 32055-3088

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Lake Shore Hospital (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$58,378.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Ben Garrett
Account Executive
ben.garrett@tkelevator.com
+1 904 2604656

Modernization Proposal



SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
348 NE Methodist Terr.	MOB	TBD

Description of Work

Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

- Packing
- Pipe Stands

Car

- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Section 18 Price Adjustment
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Modernization Proposal



Pit – Retain Existing Equipment

Cab – Retain Existing Equipment

Door Equipment

- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Locked COmpartment)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Car Riding Lantern (Standard) #4 S/S (441)

Modernization Proposal



Hall Fixtures

- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Flush Mounted) (#4 S/S (441))

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	2 - 4 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

Modernization Proposal



25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$58,378.00
Initial progress payment:	(50%)	\$29,189.00
Material furnished:	(25%)	\$14,594.50
Total of remaining progress payments:	(25%)	\$14,594.50

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Modernization Proposal



Mechanic (Standard) per hour	\$266.00
Mechanic (OT) per hour	\$438.00
Team (Standard) per hour	\$479.00
Team (OT) per hour	\$788.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

Modernization Proposal



A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;

Modernization Proposal



j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified

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and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be

Modernization Proposal



billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

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- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

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- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

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r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Fifty Eight Thousand Three Hundred Seventy Eight Dollars (\$58,378.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**Lake Shore Hospital
(Purchaser):**

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
Dwayne Cunningham

(Signature of Branch Representative)

Brittani Lassiter
Branch Manager

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)



LAKE SHORE HOSPITAL AUTHORITY

MEDICAL ~~FINANCIAL~~ ASSISTANCE PROGRAM

**ELIGIBILITY GUIDELINES
AND PROCEDURES**

REVISED

~~JUNE 12, 2017~~

JUNE 12, 2023



LAKE SHORE HOSPITAL AUTHORITY

MEDICAL ~~FINANCIAL~~ ASSISTANCE PROGRAM

**ELIGIBILITY GUIDELINES
AND PROCEDURES**

REVISED

JUNE 12, 2017

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**These Guidelines and Procedures have been prepared for informational purposes only.
The information contained in these Guidelines and Procedures may be changed or amended at any time by
the Lake Shore Hospital Authority, with or without notice.**

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LSHA.01 Statement of Purpose

Purpose

To document the establishing of an eligibility policy.

Policy

The Lake Shore Hospital Authority (LSHA) Enabling Act recognizes that it is in the public interest to provide a source of funding for indigent and medically needy residents of the Lake Shore Hospital Authority Taxing District (Columbia County) and to maximize the health and well-being of residents by providing comprehensive planning, funding, and coordination of health care service delivery. Program elements may include, but not be limited to, preventive health services, community nursing services, ambulatory care, outpatient services, hospital services, and rehabilitative services, as feasible. All programs should be coordinated to maximize the delivery of quality health care.

The Lake Shore Hospital Authority Board has established policies and procedures to qualify clients who are in need of medical services, who do not have the ability to pay and are residents of the Lake Shore Hospital Authority Taxing District (Columbia County).

LSHA Medical Financial Assistance Program availability is restricted based on income. ~~until all other means of payment have been exhausted, including, but not limited to, bank accounts, certificates of deposit, stock ownership, bank loans, savings accounts, mutual funds, non-exempt property, insurance loans, family member loans and the like.~~

As this policy cannot cover all variables, it should be noted that on occasion a determination must be made upon the available facts coupled with the good judgment of the LSHA Financial Assistance Counselors.

LSHA .02 Summary of Eligibility Criteria

Purpose

To provide an overview of LSHA criteria for eligibility.

Policy

Each applicant must meet the following criteria for consideration of enrollment:

1. Residency (Section LSHA .04).
All applicants must reside within the Lake Shore Hospital Authority Taxing District (Columbia County). Residency exists when the applicant has been residing for at least three (3) months within the District.
2. Identification (Section LSHA .05).
An applicant must provide the forms of identification that are required under this policy.
3. Income (Section LSHA .07).
The calculated family income must be equal to or below the Lake Shore Hospital Authority's approved percentage of the Federal Poverty Level Guidelines for that family unit size.
4. ~~Medical Coverage.~~
~~All applicants must produce proof of Medicaid application or denial before consideration for LSHA programs. Denials for reasons of noncompliance will not be accepted.~~
5. ~~Affordable Care Act Coverage~~
~~All applicants must produce proof of application for insurance under the Affordable Care Act and provide results of application, including price quotations and availability of premium tax credits and cost sharing subsidies.*~~

Lake Shore Hospital Authority reserves the right to verify all information. Verification includes but is not limited to income, assets, ~~credit~~, and employment. This may be accomplished at anytime during the application process, enrollment or after benefits have been assigned. If any information is discovered to be false or altered in any way, LSHA may deny the application or dis-enroll the member and recover any charges previously adjusted under this program. Any member or applicant denied for falsification of information may be prohibited from applying again.

LSHA is the payor of last resort and assists patients with no medical benefits. Patients that have health coverage are **excluded** from the program.

*Approved by LSHA Board of Trustees 5/12/2014

LSHA .03 Eligibility Determination Process

Purpose

To summarize the eligibility process. *Policy*

All applicants follow a three (3) step process to verify enrollment into LSHA program. The steps include: Application, Evaluation and Determination, and Enrollment. The Evaluation and Determination is performed exclusively by a LSHA ~~Financial~~ Medical Assistance Counselor.

Procedures

The following is the procedure used for determining eligibility for the LSHA program:

1. Application:

The application (see Appendix A- Forms) must be completed by the applicant. The following documentation is required to complete the application.

- a. Proof of residency in LSHA Taxing District (Columbia County)(Section LSHA .04),
- b. Identification (Section LSHA .05),
- c. Proof of Income (Section LSHA .07)
~~Proof of Assets (Section LSHA .08)~~

2. Evaluation and Determination:

Upon receipt of the application, assessment form (Appendix B) and checklist (Appendix C), the LSHA ~~Financial~~ Medical Assistance Counselors will evaluate the application and documentation for accuracy and appropriateness. The information provided in the application and accompanying documentation is the basis for one of three determinations. The application determination must be made on a timely basis.

- a. Denied- The case is denied, documented, and the applicant is notified.
- b. Pending – The case may be returned for corrections or the submission of additional information. Cases can only be pended for **20** business days. If the required information is not received, the case will be denied.
- c. Approved – The case is approved.

3. Enrollment:

The enrollment process includes:

- a. Explanation of the benefits covered under the assigned plan and how to receive care.
- b. The issuing and explanation of the LSHA ID card.

LSHA .04 Residency

Purpose

This section defines residency as it relates to the LSHA Financial Assistance Program eligibility process and identifies acceptable documentation to prove residency in the Lake Shore Hospital Authority Taxing District (Columbia County).

Policy

The applicant must reside in Lake Shore Hospital Authority Taxing District (Columbia County). Residency exists when the applicant has lived within the Lake Shore Hospital Authority Taxing District and has been a permanent resident for a minimum of three (3) months.

Residency does not exist when the stay is for a temporary purpose or there is intent to return to another location outside of the Lake Shore Hospital Authority Taxing District (Columbia County).

Admission to an institution located within LSHA Taxing District does not constitute fulfillment of the residency requirement.

A student attending school away from home is considered a resident of the county in which his parents reside if he is claimed as a dependent for federal income tax purposes.

A visit to Columbia County for any purpose does not qualify as residency.

A temporary living arrangement in Columbia County prior to admission/treatment in a medical facility does not qualify as residency.

Documentation supplied by the applicant to prove residency may not be used to verify the applicant's identity.

LSHA .04 Residency (cont.)

Procedures

All residency documentation must be copied and placed in the applicant's permanent case file. LSHA may request to see original documentation.

Residency for the LSHA program is satisfied when an applicant provides proof of Lake Shore Hospital Authority Taxing District residency by presenting any ~~two~~ (2) of the following documents (The documents must show the **same** address). A driver license or valid Florida I.D. shall be deemed sufficient to verify residency for point of service applications for medical assistance.

IF APPLICANT LIVES WITH OTHERS:

LSHA Verification of Support

Vehicle Registration

Children registered in Columbia County Schools

Mail received by applicant in Columbia County for three (3) month period. (i.e. government correspondence, USPO change of address, court documents, other bills) If mail sent to a P.O. Box, the applicant's physical address **must** be noted in document.

IF APPLICANT RENTS OR OWNS:

Property tax bill

Mortgage payment

Lease

LSHA Rent Verification

Utility bills

Vehicle registration

Children registered in Columbia County schools

IF APPLICANT IS ENROLLED IN A FACILITY OR AGENCY PROGRAM:

Letter from agency or group home where applicant is enrolled.

Proof of Columbia County residency as outlined above for immediate past three (3) month period.

LSHA .04 Residency (cont.)

DEFINITIONS

- a. Property Tax Bill - For current or prior year depending on the date of application (most recent bill issued). Financial Assistance Counselor will confirm data from Columbia County Property Appraiser website.
- b. Lease - The lease must be for the current year. The documentation must include landlord's name, address and telephone number.
- c. Rent Receipts – The rent receipts must be for the immediate past three (3) months. If the required receipts are not available, a LSHA Rent Verification form may be completed and signed by the rentor/lessor.
- d. Utility Bills - Electric, water, telephone, gas or other city or county utilities or other contracted service (i.e. pest control, cable service...) that would indicate the address the service is provided, for the past immediate three (3) months. These are only accepted as proof of residency for applicants that own or rent and must be in the same name as the applicant.
- e. Enrollment in a Facility or Agency Program - Letter from agency or group home where applicant is enrolled. This form of documentation must be accompanied by an approved proof of residence for the past immediate three (3) months in the Lake Shore Hospital Authority Taxing District prior to enrollment in the facility program.
- f. LSHA Verification of Support- if the applicant is living with another party.
- g. LSHA Client Registration form from a LSHA approved social service agency.
- h. Vehicle Registration in the name of applicant/spouse
- i. Proof of children registered in Columbia County schools.

Applicants that provide a LSHA Verification of Support may be subject to verification through investigation, ~~credit report~~ and property search tools.

All proof of residency must show same street address.

Post office boxes may be used for mailing purposes only. Applicants mailing address must include their residence physical address. Applicants with post office boxes are still required to meet all residency requirements. The USPO will deliver mail to a post office box shown on the line directly above City and State line and physical address shown below name.

Cardholders that have been using a P.O. Box only will be required to update at renewal.

Example: Name of applicant Street
 Address
 Post Office Box
 City, State and Zip

Note: Any LSHA member mail or correspondence returned to LSHA ~~Financial~~ Medical Assistance Counselors as undeliverable or with an invalid address will be subject to suspension of assistance until address is verified by applicant. If LSHA member relocates, notification of address change must be given to LSHA Medical ~~Financial~~ Assistance Counselor within ten (10) days or member will be subject to suspension of assistance.

LSHA .05 Identification

Purpose

To define identification as it relates to LSHA ~~Medical~~ Financial Assistance Program eligibility.

Policy

Every applicant must provide copies of one (1) acceptable document (photo i.d.) to prove his/her identity. **LSHA ID card is acceptable.** In absence of photo identification, applicant may present any ~~two~~(2) of the following:

Procedures

The following define acceptable documentation for proving identification:

- a. Birth Certificate
- b. Florida Picture Identification Card (Such as Florida Drivers License/Florida ID card) c.
Passport
- d. Alien Registration receipt card, (Green card, Form I-151 or I-551)
- e. Any government issued photo identification
- f. Voter ID card

LSHA .06 Family Size

Purpose

To identify the person or persons to be considered as part or all of a family unit.

Policy

Lake Shore Hospital Authority ~~Medical~~ Financial Assistance Counselors shall consider family size as part of the eligibility process. Inmates under the control of a law enforcement authority or under prison control are **excluded** from consideration.

Definitions

To determine if the family unit's gross income is within the LSHA income standards, it must first be determined who is in the applicant's family unit.

A family unit is defined as one or more persons residing together in the same household, whose needs; income and assets are included in the household budget (excluding roomers, boarders, lodgers, wards, employees or foster children). Members of the family unit include the applicant, legal spouse, partner, boyfriend, girlfriend, dependent children, stepchildren, adopted children, partner's children, unrelated minor children for whom the individual has legal guardianship or custody, legal guardian or natural parents of minor children, or minor siblings. Other relatives under the age of 18 and living in the household must be dependent on the Head of the Family for financial support and claimed as a dependent for income tax purposes and does not have an independent income, to be considered part of the family unit.

Full Time Students-Persons **18 years of age or older** who are full-time students (this must be proven and documented by IRS tax documentation in which the student is claimed as a dependent) are considered part of the family unit size until **24 years of age**, after which they are considered as a separate family unit. Documentation must be provided and placed in the eligibility file.

Persons Not Considered Part of the Family Unit- Parent, grandparent, son, daughter, brother, or sister **18 years of age or older** who reside in the family residence are not considered part of the family unit size, but a separate family except as described above. (Full Time Students)

Emancipated persons are not considered part of the family unit size, but rather as a separate family.

If a residence is shared by one or more than one family unit, the Federal Poverty Level Guideline levels are applied to each family unit and not to the residence as a whole.

Eligibility is based on the entire family unit.

Qualifying Levels - (LSHA .09) the family size along with the gross income is compared to the approved qualifying levels for the purpose of determining eligibility.

LSHA .07 Income

Purpose

To identify the sources, calculation, and verification of income and how it relates to the LSHA Medical Financial Assistance Program eligibility process.

Policy

The LSHA Board will set the income levels allowable for inclusion into the Medical Financial Assistance Program. All income must be verified. ~~by the source of the income.~~ Income will be calculated based on current status. ~~using a Biweekly (twenty-six weeks) or Annual (fifty-two weeks) method.~~

Definitions

Gross Income-The amount of current income received as of the date of the application. ~~for the prior twelve (12) month time period under consideration.~~ For family size of two or more, income for all household members must be included.

Procedures

The following are considered as sources of income or value for the purposes of determining eligibility:

1. Wages, salaries and gratuities
2. Social Security Benefits
3. Supplemental Social Security and Disability Benefits (SSI)
4. ~~Temporary Assistance for Needy Families (TANF)~~
5. Retirement and Pension Benefits, Stocks, Bonds and Annuities
6. Royalties and Rents
7. Unemployment and Worker's Compensation
8. Veterans and Military Allotments
9. Strike Benefits
10. Insurance and Annuity Income
11. Dividends and Interest Earnings (stocks, bonds, etc.)
12. Estate and Trust Fund Income
13. ~~Private Loans of a Recurring Nature~~
14. ~~Training Stipends~~
15. Alimony/Child Support
16. ~~Inheritance~~
17. ~~Compensation for an Injury/Settlements~~
18. ~~Gifts (include donations from churches, other organizations and family members.)~~
- ~~19. Insurance Payments~~
20. Self-employment Income. Defined as the amount of "**net profit (loss)**" as reported on tax return Form 1040 Schedule C, line 31. The LSHA Medical Financial Assistance Counselors may request supporting documentation for deductions not in line with industry standards. Deductions for personal expenses and wages will be adjusted accordingly.
21. Other income appropriate for inclusion.
- ~~22. All sources of value including free rent and barter goods will be used to determine the applicant's income.~~

LSHA .07 Income (cont.)

Verification of Income

1. Income verification is accomplished by submitting copies of: documentation of applicants current status to the Medical Assistance Counselor. Documentation may include:

- a. Most recent individual income tax return, Form 1040 and W-2's for all wage earners in household.
- b. Recent paystubs—Twelve (12) weeks prior or Income Verification form from current employer and/or Year to Date for all jobs.
- c. Bank Statements (previous three (3) months) include all pages.
- d. Medicaid Denial Letter or proof of Medicaid application and date of application. (Clinics, specialists, pharmacies and hospitals should check for Medicaid eligibility each time a patient presents for services, even if the patient has a current LSHA ID card). Applicants unable to provide documentation of citizenship, will be exempt from applying for Medicaid.
- e. Unemployment/Worker's Compensation Statement. Applicants unable to provide documentation of citizenship, will be exempt from applying for unemployment benefits.
- f. Child Support statement/Alimony statement, copy of check received, or court order.
- g. Social Security Benefits for any family member; statement, award letter or bank statement.
- h. Pensions/Retirements/Interest; statement, award letter, or bank statement.
- i. Veterans Benefits; award letter or bank statement.
- j. Any settlements, court ordered or otherwise. Evidence of amount and duration of all settlements are required.
- k. Other appropriate supporting documents. including, but not limited to, employment termination letters.
- l. Self Employment income
 1. Bank Statements for all business accounts (three (3) months)
 2. Previous Year's Business Tax Return complete w/attachments/schedules
 3. Current Business Financial Statements Calculation of Income

1. The calculation of income is based on current family income. calculated by the annual method. This method calculates the previous twelve (12) months of gross earnings received to establish a monthly average income (MAI). This MAI is compared to the LSHA Board approved level as it relates to the Federal Poverty Level Guidelines, to determine qualification for the Financial Assistance Program. The following methods shall be used to compute MAI:

- a. Hourly rate known x 2080 hours (year) divided by 12 = monthly income
- b. Weekly rate known x 52 weeks (year) divided by 12 = monthly income
- c. Bi-weekly rate known x 26 weeks (year) divided by 12 = monthly income
- d. Yearly rate known divided by 12 = monthly income
- e. If the applicant has worked or will work part of the year, the monthly income amount will be determined predicated upon the number of months worked. For example, if the applicant works 9 months, then the total amount of earnings during the 9 months will be divided by 12 to arrive at a monthly income amount.

LSHA .07 Income (cont.)

If an applicant is claiming \$0 income and ~~lives alone~~, the applicant must provide a notarized LSHA Letter of Support which includes statement of monthly household expenses that are paid on his/her behalf. This amount is considered applicant's monthly income.

If an applicant is claiming \$0 income and ~~resides with others~~ the applicant must provide a notarized LSHA Letter of Support which includes statement of monthly household expenses and the number of adults in the household. (Divide the total expenses by the number of adults in household to calculate the applicant's monthly income amount)

LSHA .08 Assets

Purpose

To identify sources, calculation and verification of assets and how it relates to the LSHA Financial Assistance Program eligibility process

Policy

The LSHA Board will set the asset levels allowable for inclusion into the LSHA Financial Assistance Program.

Procedures

The following are considered assets that are *excluded* from asset calculations.

1. Assets Excluded

~~One homestead a homestead is defined as a house, trailer, or motor vehicle in which the family unit resides.~~

- a. Household furnishings
- b. Clothing
- c. Tools used in employment
- d. Cemetery plots, crypts, vaults, mausoleums and urns
- e. Produce and animals raised for the applicant's personal home consumption
- f. One auto, value less than \$10,000.00

~~In order to be considered, an asset must first be "available" to the applicant or family unit. An asset is available if the applicant or member of the family unit has the right, authority or power to liquidate the property or his share of the property. The following assets, if "available," must be considered toward the asset limit:~~

2. Assets to be considered

- a. ~~Equity value of real property other than homestead. The value is verified by the county appraiser of the county in which the property is located. The equity value is determined by subtracting the amount of any encumbrances from the value of the asset.~~
- b. ~~Cash surrender value of life insurance if the combined face value of all policies owned by the family unit exceed \$1,500.~~
- c. ~~Additional automobiles or motor vehicles, with value determined by N.A.D.A.~~
- d. ~~Recreational vehicles, with value determined by a statement from a commercial seller of such vehicles and verified by photocopies of registration.~~
- e. ~~Trusts, with value based on the principal of the trust and verified by a statement from the Trustee.~~
- f. ~~Stocks, bonds and other investment assets, with value verified by the value listed in stock value of newspaper or statement from other reliable sources.~~

LSHA .08 Assets (cont.)

To determine whether Assets are within the Limits for the LSHA Financial Assistance Program, refer to the chart located in Appendix D.

If family unit's available assets are less than or equal to the amount shown on the chart for a household of one, according to 100% Federal Poverty Guidelines, then the applicant has met the asset criterion for the LSHA Financial Assistance Program.

If family unit's available assets are greater than the amount shown on the chart for a household of one, according to 100% Federal Poverty Guidelines, then the applicant is not eligible to participate in the LSHA Financial Assistance Program.

LSHA .09 Qualifying Levels

Purpose

To identify the application of qualifying levels based on family size and income.

Policy

Lake Shore Hospital Authority utilizes the Federal Poverty Level Guidelines, published annually in the Federal Register and approved for use each year. The guidelines are used to determine qualifying levels for eligibility. The LSHA Board establishes the qualifying percentages which cannot be modified without LSHA Board approval.

Guideline

Guidelines for children and adults are **200%** of the approved Federal Poverty Level.

LSHA .10 Application Time Standards

Purpose

To define the allowable time standards for submission of applications and supporting documentation for the purpose of eligibility determination.

Policy

1. Time Standards – Applications:

Date of Application: The application date is determined in one of the following ways:

a. The date medical services are provided.

b. The date the application is received by LSHA Medical ~~Financial~~ Assistance Counselors becomes the enrollment date should the applicant be found to be eligible.

c. Time Standards – Submission for eligibility determination:

a Eligibility documents must be submitted to LSHA Medical ~~Financial~~-Assistance Counselors with initial application. and/or at point of service when requested.

b LSHA Medical ~~Financial~~ Assistance Counselors will respond to applications and make a determination in a timely manner. (See LSHA .03)

d. Reapplication – (after denial)

a An applicant may reapply immediately ~~ninety (90) days from date of denial~~ should there be a material change in income, residency or identification documents.

e. Renewal

a A LSHA Enrollee can apply for renewal no earlier than 30 days prior to expiration date of existing card. If a cardholder applies at renewal, and a lapse occurs in the same month, dates will be adjusted to avoid a lapse in coverage.

f. Eligibility Term

a Immediate approval or a LSHA ID cards ~~are~~ is issued at point of service for a single medical visit or for a period of six (6) months. LSHA reserves the right to issue short term eligibility periods for special circumstances to be determined by LSHA Medical ~~Financial~~ Assistance Counselors.

b ~~The maximum term allowed on the Financial Assistance Program is two (2) years, with exceptions to be determined for compelling reasons by Executive Director, and to be reported to the Board of Trustees at the next Regular Meeting. After twelve (12) months off the program, reapplication may be made.~~

LSHA .11 Termination

Purpose

To establish criteria for the termination of member eligibility for LSHA Medical Financial Assistance Program.

Policy

Termination of individuals from assigned programs **may** occur if evidence of the following is discovered:

1. Providing false information by evidence of submission or omission
2. Failure to keep appointments
3. Abusive or disruptive behavior
4. Inappropriate or excessive use of Emergency Room Services
5. Inappropriate or excessive use of other provided services, including altered Rx's
6. Illegal possession of firearms or weapons
7. Physical or verbal threats
8. Enrollment in other Health Insurance Plans
9. Eligible for Medicaid
10. Reported substance abuse
11. Abuse/misuse of program benefits

If terminated for reasons 1, 3, 4, 5, 6, 7, 10, or 11, individuals are ineligible for future consideration.

Termination of entire family unit from assigned programs may occur if evidence of the following is discovered:

1. Providing false information by evidence of submission or omission
2. Income exceeds guidelines
3. ~~Assets exceed guidelines~~

If terminated for reason 1, entire family unit is ineligible for future consideration.

As funding for the Medical Financial Assistance Program is depleted, no new or renewal applications will be considered until the beginning of the new fiscal year.

LSHA .12 Primary Care and Pharmacy Program

Purpose

This section is added as the primary care and pharmacy programs currently in effect were created by motion of the LSHA Trustees, not adopted as policy.

Policy

Currently, medical prescriptions are covered as follows:

- 1.) LSHA will pay for up to 5 (\$4.00) generic prescriptions per month.
- 2.) LSHA will assist the client in filing for programs designed to assist with drug costs if the drug is not available in generic form.

The following amendment is made to the Pharmacy Program (revised June 8, 2020)

- 1.) LSHA will pay for up to \$50 in prescriptions per month.
- 2.) LSHA will require pharmacies to dispense generic medications when available for prescriptions. LSHA will maintain a generic drug pricing list from participating pharmacies.
- 3.) LSHA will assist the client in filing for programs designed to assist with drug costs if the drug is not available in generic form. LSHA will verify if assistance is available before a prescription is allowed to be charged to the balance of the monthly prescription allowance. LSHA may opt to waive this requirement if in the opinion of LSHA the delay of the prescription to the patient receiving the medication(s) would be adverse to good public health practices.
- 4.) LSHA will not pay for any narcotics or barbiturates.

Staff Report
May 8, 2023 Regular Meeting

NEW	0
RENEW	5
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN APRIL	5
ACTIVE MEMBERS	26
PUBLIC VISITS	12
PRIMARY CARE VISITS – 4 LOCATIONS	
March, 2023	15
YTD (Fiscal year October – Sept)	94
PHARMACY USAGE	
March 2023	
PATIENTS SERVED	4
RX'S FILLED	16