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LAKE SHORE HOSPITAL AUTHORITY BOARD OF TRUSTEES

Regular Meeting – May 8, 2023, 5:15 p.m.

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

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

Absent:

Also

Present: Dale Williams, Executive Director Todd Kennon, Attorney Cynthia Watson, LSHA Staff Morgan McMullen, LCR Dwayne Cunningham, LSHA Staff

Sonja Markham, LSHA Staff Karl Plenge, NOC Joshua Gardner Barbara Lemley

1 participant participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/virtual May 8, 2023, Regular Meeting to order at 5:15 P.M. Chairman Beil called for additions/deletions to the Agenda. There were three (3) additions to the agenda. Two (2) of the additions will be discussion and action. 1. City of Lake City Spring Market Parking; and 2. Renewal of the Cyber Liability & Data Breach insurance policy. The third addition to the agenda will be discussion only: the previous donation of lots to the City of Lake City by the Authority. <u>Motion</u> by Mrs. Lory Chancy to approve adoption of the Agenda as amended. <u>Second</u> by Mr. Stephen Douglas. All in favor. <u>Motion carried.</u>

INDIVIDUAL APPEARANCES

Barbara Lemley and Joshua Gardner.

CONSENT AGENDA

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

NEW BUSINESS

Discussion and possible action - City of Lake City Spring Market Parking

Mr. Williams advised the Trustees of the request made by Ms. Terri Phillips to utilize the same Authority parking lots as used in the BBQ Showdown for the upcoming Spring Market Event on Saturday, May 13, 2023. The City of Lake City's Certificate of Liability form remains on file with the Authority. Mr. Williams recommends approval of the request. <u>Motion</u> by Mrs. Lory Chancy to approve the request made by Ms. Terri Phillips, City of Lake City regarding use of the Authority

Page 2 LSHA - Regular Meeting Minutes May 8, 2023

lots for parking for the upcoming May 13th event. <u>Second</u> by Mr. Don Kennedy. All in favor. <u>Motion carried.</u> Chairman Beil requested a policy be made, so that Mr. Williams can approve certain requests as long as they meet Authority criteria. A draft policy will be prepared for Trustee approval.

Discussion and possible action – Renewal of the Cyber Liability & Data Breach insurance

Mr. Williams informed the Board of the Cyber insurance renewal in the amount of \$1,932.00, a 50% increase from last year. Mr. Williams recommended the insurance renewal. Mr. Kennon approved of the policy. <u>Motion</u> by Mr. Don Kennedy to approve the Cyber Liability & Data Breach renewal prior to June 2023, in the amount of \$1,932.00. <u>Second</u> by Mrs. Lory Chancy. All in favor. <u>Motion carried.</u>

Discussion on – Donation of lots to City of Lake City

Mr. Williams informed the Trustees that City of Lake City officials will be requesting to utilize the lots donated to them to build a new City Hall for a purpose other than a new City Hall. Based on what is known the new request is for parking only. He is advising the Trustees to begin thinking about the upcoming request. Mr. Kennon will have a conflict as he also represents the City of Lake City. Mr. Marlin Feagle has agreed to represent the Authority.

Discussion and possible action – Bedoya Building Demolition Bid Award

Mr. Williams informed the Board Florida Fill and Grading was the lowest bid, in the amount of \$32,800. There will be one (1) amendment to the contract that will be for the removal of the concrete slab outside of the building. This project was not budgeted so Authority staff will be reviewing how to proceed with funding of this project. An Environmental Protection form will have to be prepared prior to Notice to Proceed. Mr. Williams recommends to the Trustees to award the bid to Florida Fill and Grading, being the lowest bidder in the amount of \$32,800.00. <u>Motion</u> by Mrs. Lory Chancy for approval. <u>Second</u> by Mr. Stephen Douglas. All in favor. <u>Motion</u> carried.

Discussion and possible action - Two Story Elevator Upgrade

Prior approval was given by the Authority Trustees for Elevator upgrades in the two-story building. Codes and requirements have changed since that approval. Mr. Williams recommends at this time not to make upgrade until negotiations move forward with EM PALS. Discussion. <u>Motion</u> by Mrs. Lory Chancy to suspend the repairs until there is interest in the building. <u>Second</u> by Mr. Don Kennedy. All in favor. <u>Motion carried.</u>

Discussion and possible action - LSHA Medical Assistance Plan Amendment

Comments were made to Mr. Williams by the Trustees regarding the plan. The plan will be rewritten and presented to the Trustees at a later time for better clarification regarding points of service qualifications and limitations to point of service qualifications.

DRAFT

Page 3 LSHA - Regular Meeting Minutes May 8, 2023

<u>Update – Contract with EM PALS (Emergency Physicians at Lake Shore)</u> Mr. Williams informed the Trustees a conference is scheduled between Mr. Kennon and Dr. Whites attorney. A report will be given after this conference.

Update - Contract with Meridian Behavioral Healthcare

The weekly telephone conferences between Meridian staff and Authority staff continue. Title work is being prepared. Meridian has been asked to prepare a transition plan and verify financial resources.

UNFINISHED BUSINESS None.

<u>STAFF REPORT</u> The staff report is in the Trustee packets.

BOARD MEMBER COMMENTS

None.

INDIVIDUAL APPEARANCES (2nd time)

Barbara Lemley and Joshua Gardner.

Chairman Beil adjourned meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

MEMORANDUM OF UNDERSTANDING

July 1, 2023 – June 30, 2024 Between Lake Shore Hospital Authority And Civic Communications

Lake Shore Hospital Authority (LSHA) is a committed partner with Civic Communications and the Tobacco Free Partnership of Columbia County. LSHA supports the tobacco education and prevention efforts of the partnership and initiatives that will reduce tobacco use through cessation, support tobacco-free parks, and environments, and increase the number of tobacco-free workplaces. LSHA will also assist in activities that protect youth from tobacco initiation. Therefore, LSHA is willing to offer in-kind donated office space to Civic Communications and the Tobacco Free Partnership of Columbia County to continue the work in Columbia County.

The Office Space is located at: 259 NE Franklin Street, Suite 102 The Value of this space is \$1,923.14 per month (\$23,077.68 per year) The donated office includes the following:

- Monthly Office space with locked door and storage \$1,708.14 (\$1.47 per sq ft)
- Break room
- Restroom facilities
- Monthly facility maintenance and building insurance cost = \$85.00
- Monthly cost for electricity \$60.00
- Monthly cost for water = \$40.00
- Monthly cost for internet = \$30.00

Civic Communications and the Tobacco Free Partnership of Columbia County shall provide insurance to insure its contents located in the office space described above.

This collaborative agreement will begin on July 1, 2023, and end on June 30, 2024. This collaborative agreement is in partner with Civic Communications, the recipient of the Florida Department of Health Community Based Tobacco Prevention Program in Columbia County. Both parties shall maintain the right to terminate this agreement at any time, as outlined below:

- 1. Lake Shore Hospital Authority, LSHA, reserves the right to terminate this agreement:
 - a. Should the mission of Civic Communications or Tobacco Free Florida interfere with the mission of LSHA;
 - b. Should the Tobacco Policy Manager for Columbia County change;
 - c. Should the meeting space provided be needed for LSHA for other purposes as determined in LSHA's sole discretion;
 - d. Should Civic Communications, or its employees, representatives, affiliates, or guests violate the terms of the agreement;
 - e. Should LSHA repurpose the building for use by another entity or repurpose the meeting space for another use.
- 2. Civic Communications reserves the right to terminate the agreement:
 - a. Should the mission of LSHA interfere with the mission of Civic Communications or Tobacco Free Florida;
 - b. Should the LSHA change or cease to exist;

- c. Should a better suited meeting space be found;
- d. Should LSHA, or its employees, representatives, affiliates, or guests violate the terms of the agreement.
- 3. If either party terminates this Agreement as provided herein, the terminating party shall provide thirty (30) days written notice to the other party at the address indicated below.

Signed on _____, 2023.

Dale Williams, Executive Director (386)755-1090 dale@lakeshoreha.org Brooke Frye, Tobacco Policy Manager (386) 984-5669 brooke@civcom.com C. If outside employment permission is granted, it may be withdrawn at any time, if in the opinion of the Authority Manager, the responsibilities of the outside employment is inconsistent or interferes with the responsibilities of the employee as an employee of the Authority. The determination shall be final.

D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the Authority's Workers Compensation. The burden of proof rests with the employee to establish that an injury or disability was incurred through Authority employment or other sources and will be the determining authority as to whether or not the claim is valid.

3.10 NO SOLICITATION/NO DISTRIBUTION.

Solicitation on the Authority's property causes employees to neglect their own work and interferes with the work of fellow employees. The following rules shall apply to solicitation or distribution of literature by employees on the Authority's property:

A. There shall be no solicitation during working time.

B. There shall be no distribution of literature during working time or any other time in any working area.

C. Use of Authority email is for business use only, therefore, there shall be no solicitation or distribution of literature of a non-business variety by email.

"Working time" means time designated for performing actual job duties, either by the person soliciting or distributing the literature or the person being solicited or receiving the literature.

Examples of "solicitation" include, but are not limited to, solicitations for magazines or periodical subscriptions, political contributions, or membership in organizations. Examples of "distribution" include, but are not limited to, distribution of political literature, subscription forms or informational bulletins.

Persons not employed by the Authority are forbidden from coming on the Authority's property to solicit or distribute material for any reason. Also, non-employees are prohibited from use or sending message on Authority email. All employees should immediately report to their supervisor any solicitation or distribution of literature by email or otherwise in violation of this rule by non-employees. Any such violation by an employee is grounds for disciplinary action, up to and including discharge.

3.11 USE OF AUTHORITY PROPERTY. Employees shall not use Authority property or equipment except in the performance of official duty. Employees shall not permit use of Authority property by unauthorized persons, whether on or off duty. All employees in the course of operating any Authority equipment shall abide by State regulations controlling the legal operation thereof. Nothing herein shall prohibit the Executive Director from authorizing persons and/or other parties from using property owned and/or under the control of the Authority. No permission to use Authority property shall be granted by the Executive Director until normal

and customary submittals have been received. (i.e. Insurance requirements, legal reviews, other background checks as may be required).

3.12 DRESS AND APPEARANCE STANDARDS. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Authority presents to customers and visitors. During business hours, employees should present a clean, well-groomed and neat dress appearance according to the requirements of their positions. Employees who report for work dressed inappropriately or with an unbecoming appearance may be sent home and directed to return to work with proper attire and appearance. Employees shall agree to refrain from displaying any unapproved emblems on Authority apparel.

3.13 PUBLIC RELATIONS. Employees must remember they represent the Authority when serving the public. Maintaining a reputation for quality, integrity, and service is a primary objective. Employees shall conduct themselves in a professional manner and project a positive image of the Authority. The continued growth and success of the Authority depends on the attitude and effort of each employee whose actions and attitudes can strengthen or turn the public against the Authority.

3.14 CONFIDENTIALITY. Lake Shore Hospital Authority has a legal and ethical responsibility to safeguard the privacy of all members of their "Programs" and to protect the confidentiality of their personal information. Employees are not to discuss Confidential and Protected information so that it can be overheard by unauthorized persons. It is not acceptable to discuss information that can identify a member in a public area even if the member's name is not used. Employees are also not to disclose Confidential and Protected information only to authorized individuals with a need to know that information in connection with the performance Employees are cautioned that information of their job function or professional duties. concerning subjects under discussion or consideration as Authority business often change in content and meaning before becoming an accomplished fact or official action. Any release or compromise of such information before final decision or disposition of the matter most often produces misunderstanding and confusion as well as embarrassment to the Authority. Employees should keep in mind that it is not the intent of the Authority to be secretive or to withhold valid information.

However, great care should be exercised to be sure information being released is correct and is not supposition or guesswork, and a designated authority has authorized that release. Each employee shall treat all Authority business cautiously until it can be assured ready for release to the public. If in doubt, contact the Administrative Director. Date: June 12, 2023

To: LSHA Trustees

Fr: Dale Williams

Re: Fixed Asset Inventory

Please find attached the 2023 fixed asset inventory for the LSHA. The following amendments are requested:

DELETIONS

ACER X 233 H Monitor - ETLFMOC0239080BF524040 - Stopped Working (will be disposed of as junk)

ADDITIONS

HP Elite Display Monitor E221 – CNK50601Y1

- (1) 2006 Chevy Silverado 2500HD TAG XO214D 1GCHC23UX6F106093
- (1) 1995 Chevy S10 regular cab TAG LPIT79 1GCCS1448SK141285

Staff is requesting to declare the following inventory items surplus and request to sell:

- (2) 1995 Chevy S10 regular cab TAG LPIT79 1GCCS1448SK141285
- (2) 1995 Ford PK TAG 88A ASP 1FTDF15YXSNA52763

<u>Staff is requesting to donate the following inventory items to the Columbia County Board of County</u> <u>Commissioners:</u>

- (3) Three (3) trailers (see attached photos)
- (1) These vehicles were not included on the 2022 inventory as they were titled to Community Health Systems (CHS). Title work has now been completed and the vehicles transferred to the Authority.
- (2) Options to sell include: a) individual sealed bid

b) auction c) internet

(3) The trailers contain emergency management supplies (cots, air purifiers, etc). The supplies are dated and have not been maintained; therefore, condition is not known. These supplies best serve the public through Columbia County Emergency Management.

	Serial #	Location	Year Purchased	Purchase Amount	Depr. Lif	e g	urrent Value	Salvage Value	Tag #
Brother Printer MFC DCP-350C	U61817ABF588549	Front desk	2008	\$ 100.0	0 5	0			0001
Optiplex 3070	CZ5FSZ2	Front desk	11/25/2019	\$ 803.2	5				286
Hanns Monitor	031GU3BY04937	Front desk		\$ 239.0	0 5	0			0003
Sharp MX-3070N (7652)	95082075	Front office	10/8/2019	Lease (\$119.82)					0282
ISG Mounted Camera		Front office							0005
4 Drawer Steel File Cabinet (black) (2)		Front office		\$450 each					0006 & 0007
Shred Master		Front office	5/20/2008	\$ 579.9	9 5	0			0008
2 Drawer Rolling File (silver)		Front office		\$ 170.0	D				0009
Desk		Front office							0010
2 Drawer Sliding File Cabinet		Front office		\$ 170.0	0				0011
CCTV Surveilance System W/ Remote & Sony									
Monitor (shows 4 cameras)		Front office	2/1/2013	\$ 8,672.0	7 0	\$	2,477.70		0012
Datacard CP60 Plus Printer		Front office	2010	\$ 3,170.00	0 5	0			0013
Lenovo Notebook	L3-BVM3W	Front office							0014
Battery back up surge protector APC		Front office	2017	\$ 73.5	1				0015
Epson LCD Projector	M4UF060688L	Front office		\$ 1,000.00)				0016
Mounted Datacard Camera		Cynthia	2006	\$ 1,189.00) 5	0			0017
Optiplex 3070	CYSHSZ2	Cynthia	11/25/2019	\$ 803.25	5				0284
DMI Monitor	D7LMTF224053	Cynthia	2014	\$ 172.49	9 5				0019
4 Drawer Steel File Cabinet (black) (1)		Cynthia		\$ 450.00					0020
2 Drawer Rolling File (silver)		Cynthia		\$ 170.00)				0021
Desk with 2 drawers attached		Cynthia							0022
Battery back up surge protector APC		Cynthia	2017	\$ 73.53	L				0023
						-		¥(
Brother GX-6750	K3K597906	Sonja	1/14/2016	\$ 231.10)				0024
Optiplex 3070	CYTLSZ2	Sonja	11/25/2019	\$ 803.25	5				0283
Brother	HL-L931OCDW	Sonja	7/29/2021	\$ 650.00)				289
Dell Monitor	CNOKW14V7426144C1HFB	Sonja	2014	\$ 309.00) 5	\$	61.80		0027
Dell Monitor	CNOKW14V7426144C1HFB	Sonja	2014	\$ 309.00) 5	\$	61.80		0028
Desk with 3 drawers attached		Sonja							0029
4 Drawer Steel File Cabinet (black) (1)		Sonja		\$ 450.00					0030
Battery back up surge protector APC		Sonja	2017	\$ 73.51					0031
Fireproof 4 door file cabinet		Sonja	13170004034	\$ 1,000.00					0032
Drawer Rolling File (silver)		Sonja		\$ 200.00					0033
aptop	8CG82880H8	Sonja		\$ 587.00		\$	587.00		0277
Dell Latitude 3410 Laptop	GFCGXZ2	Sonja		\$ 1,219.00		+			0288

Adopted: July 9, 2018

Supercedes all previous inventories

Tascam Audio System	261156	Conference Room		0034
Polycom Sound Station IP6000	0004F2F817F1	Conference Room		0035
Rolling Podium		Conference Room	\$ 140.00	0036
Rolling projector cart (Quartet)		Conference Room	\$ 84.00	0037
Quartet wall screen		Conference Room	\$ 115.39	0038
Fujitsu Scan Snap S510	4932	Conference Room	\$ 50.00	0039
2 door storage cabinet		Conference Room		0040
12 folding chairs		Conference Room	\$20.00 each	0041-0044/0058-0065
11 high back rolling chairs (around board table)		Conference Room	\$205.00 each	0066-0075
2 secretarial rolling chairs (Cynthia and Sonja)		Conference Room	\$195.00 each	0076-0077

24 folding chairs (public use)		Conference Roo	om	\$20.00 e	ach		0078-0101	
Brother HL-2140 Printer	U61944L8J162930	Dale	1	\$	250.00		0045	
ACER X 233 H Monitor	ETLFMOC0239080BF524040	Front Office		\$	160.00 5	5	0046	stopped
HP Elite Display E221	CNK50601Y1						0291	
ACER LED	MMLW9AA0046370C8548525	Dale	6 5 ²⁰	\$	150.00 5		0047	—
4 Drawer Steel File Cabinet (black) (1)		Dale		\$	500.00		0048	
Desk with 5 drawers (black)		Dale					0049	
Cabinet with double doors and 2 drawers (black)		Dale					0050	
Small Cabinet with double doors (black)		Dale					0051	
Glass table 3 shelves		Dale	4/13/2012	\$	299.00		0052	
Zagg Folio I pad mini with Retina display	60200219AC	Dale		\$	90.00		0053	
Optiplex 3070	CZ3MSZ2	Dale	11/25/2019	\$	803.25		0285	
Fellowers power shred	C-220C	Dale	2/1/2012	\$	292.98		0055	
Battery back up surge protector APC		Dale	2017	\$	73.51		0056	
Desk with pull out drawer in middle		Dale					0057	
13 chairs		TV room		\$60.00 e	ach		0102-0114	
1 Emerson 20 inch wall mounted tv		TV room		\$	100.00		0115	
Lifetime Round picnic table		Breezeway		\$	220.00		0116	
Kennmore Fridge		Kitchen		\$	550.00		0117	
Keurig K-Classis Coffee Maker		Kitchen		\$	119.00		290	
Sharp Carousel Microwave		Kitchen		\$	150.00		0119	
Table set w/4 chairs		Kitchen		\$	250.00		0120	
Rolling Kitchen Cart		Kitchen		\$	175.00		0121	
Shelving (2)		Back storage roo	0 10/18/2013	\$294.98			0280-0281	
4 Drawer Steel File Cabinet (black) (2)		Back storage roo		\$450.00	each		0278-0279	
Tables (25)		Classrooms 1 &	2	\$70.00 ea	ach		0123-0131/0133-0148	
Chairs (121)		Classrooms 1 &		\$20.00 ea			0154-0200/0201-0276	
Storage racks for storing chairs (4)		Classrooms 1 &		\$167.88			0150-0153	
Non rolling tables (2)		Classrooms 1 &	A 92	\$60.00 ea			0132 & 0149	
Wall screen (projector use)		Classroom 1		\$115.39			0122	
1995 Ford PK - tag #88A ASP	1FTDF15YXSNA52763	Hospital	10/1/2020	0		\$2,000.00	Vict	
2006 Chevy Silverado 2500HD - TAG XO214D	1GCHC23UX6F106093	Hospital				\$23,000.00		
1995 Chevy S10 regular cab - TAG - LPIT79	1GCCS14485K141285	Hospital				\$520.00	the state of the s	

Adopted: July 9, 2018

Supercedes all previous inventories

Properties					
Parcel #12061	199 NE Leon Street	.505 AC			
Parcel #12065	227 NE Hillsboro Street	.221 AC			
Parcel #12069	243 NE Hillsboro Street	.2163 AC			
Parcel #12071	259 NE Franklin Street	11,065 SF			







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I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.





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I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.





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May 1st, 2023

Dear Customer

Re: Lake City Operations

We regret to inform you that as of June 1st 2023 Lawn Enforcement will no longer service your account or any accounts in Lake City or the surrounding area. We have tried for years to make Lake City our home but have been unable to make it a market where we can run a viable robust business. We have tried tirelessly to hire and promote staff to offer a service that conforms to our core values. We have been unsuccessful and are deeply disappointed and are very sorry to have to stop servicing your property. As we have tried to keep our business open and continually servicing your property we can no longer and we have to make one of the hardest decisions we have ever had to, which is to close our Lake City office.

At this point we have decided to merge all of our clients with a close friend and long time employee of Lawn Enforcement, Ricky Thomas. Ricky is the owner of Total Grounds Maintenance and can be reached at 386-288-8046, <u>rtotalgroundsmanagement@gmail.com</u>, www.totalgroundsmanagement.com. We know Ricky will be able to offer you the service that over the years you have come to expect from LEA. You will hear from Ricky over the next few days to make the transition smooth. All the services and costs will stay the same. Please call or email him to get a jump on June 1st start. All billing as of June 1st will be done by Total Grounds Management. Any services performed up to May 31st will be invoiced and will be paid to Lawn Enforcement Agency, Inc along with all current or past due balances.

This decision is personal to me and has really been upsetting but we don't have a choice but to close our doors and turn over our services to Total Grounds Maintenance. Thank you for the years of service and good luck with your future services.

Sincerely

Michael Trojano

Michael Troiano Owner

CONTRACT ASSIGNMENT AGREEMENT State of Florida

This Assignent Agreement (the "Agreement) is entered into by and between LAWN ENFORCEMENT AGENCY, INC. (the "Assignor"), having their principal address located at P.O. Box 141090 Gainesville, FL 32614, and TOTAL GROUNDS MANAGEMENT, LLC (the "Assignee"), having their principal address located at 12416 31st Road, Wellborn, FL 32094, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Contract, included as an attachment to this Agreement, with LAKE SHORE HOSPITAL AUTHORITY (the "Obligor"), referred to hereinafter as "Contract with LAKE SHORE HOSPITAL AUTHORITY";

WHEREAS, the Contract with LAKE SHORE HOSPITAL AUTHORITY has an original expiration date of September 14th, 2025 as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of their rights and obligations under the Contract with LAKE SHORE HOSPITAL AUTHORITY to Assignee; and

WHEREAS, the necessary written consent was obtained from the Obligor on May 1st, 2023;

NOW THEREFORE, Assignor and Assignee agree to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in ad to the Contract with LAKE SHORE HOSPITAL AUTHORITY, to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with LAKE SHORE HOSPITAL AUTHORITY.

III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, provided, however, that after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys fees and ot her costs of defense and damages resulting from Assignee's performance. IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Florida and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

LAWN ENFORCEMENT AGENCY, INC.

Date

ASSIGNEE:

TOTAL GROUNDS MANAGEMENT, LLC

Date

"ATTACHMENT I"

.

MOWING SERVICES AGREEMENT

THIS MOWING SERVICES AGREEMENT is entered into this 14th day of September, 2020, by and between LAKE SHORE HOSPITAL AUTHORITY, a corporate body politic, with a mailing address of Post Office Box 988, Lake City, Florida 32056-0988, (herein "Authority") and LAWN ENFORCEMENT AGENCY, INC., a Florida corporation, with a mailing address of Post Office Box 141091, Gainesville, Florida 32614, (herein "LEA").

In consideration of the sum of Ten and No/100 Dollars, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROJECT:** In accordance with the Proposal for Mowing Services – Cost Proposals submitted by LEA to the Authority, LEA will provide mowing services for the properties owned by the Authority in accordance with LEA's response to the Authority's Request for Proposals attached hereto as "Exhibit A" (Attachment F to the Proposal). All terms and conditions of the Request for Proposals and Proposal received, from LEA, are hereby incorporated by reference.

2. **TERM:** The initial term of this agreement shall be for a period of one (1) year from its effective date. The effective date, also termed anniversary date, shall be the date this agreement is entered into and first represented above. The term of this agreement shall automatically renew on the anniversary date of this agreement for one-year intervals for up to four (4) additional years. The total term of this agreement shall not exceed five (5) years. The Authority may cancel this agreement without cause by providing LEA written notice of the Authority's intention to cancel this agreement no less than 30 days prior to the cancellation date. Otherwise, this agreement will automatically renew on the anniversary date of this agreement for four (4) successive annual terms as herein provided.

3. **<u>PAYMENT</u>**: Authority shall pay LEA the rates set forth in LEA's Proposal for Services attached hereto as "Exhibit A." All payments shall be made by the Authority to LEA in arrears, that is, within ten (10) days following the month within which the services were rendered.

4. **DEFAULT:** If LEA fails to comply with the terms and conditions of this agreement and the bid specifications, including the performance of the services called for herein, in a good and workmanlike manner, the Authority shall give written notice to LEA of such failure and LEA shall have ten (10) days after the mailing of such notice to correct such failure. If LEA fails to correct such failure within said ten (10) day period, or in the event of a subsequent failure by LEA after having previously been given written notice of the same or similar insufficiency or default in LEA'S work, the Authority may, at its sole discretion, elect either or both of the following: a. Notwithstanding any other termination provision in this agreement, the Authority may immediately terminate this agreement in which event the obligations of the parties hereto shall mutually cease. The Authority shall then pay LEA for all acceptable work performed up to that date, but shall be entitled to withhold from such monies such amounts as may be reasonably necessary to accomplish or remedy the failures for which LEA was terminated.

b. Invoke any other remedies available to the Authority, at law or in equity.

5. HOLD HARMLESS & INDEMNIFY: LEA shall defend, indemnify and hold the Authority harmless from all claims, injuries, damages, bodily injured and property damage resulting from or arising out of LEA'S negligence, acts omissions or failure to act or arising from this agreement. The Authority shall be named an additional insured on the general liability insurance provided as required herein.

During the Agreement term, Contractor at its sole expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement, which, at a minimum, shall be as follows: where required by law, workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Agreement work; commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 (defense cost shall be in excess of the limit of liability), naming the Authority as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Agreement work, with minimum combined limits of \$1,000,000, including hired and non-owned liability, and \$10,000 per person medical payments. Providing and maintaining adequate insurance coverage, where required by law, is a material obligation of contractor and is of the essence of the Agreement. The Agreement shall not limit the types of insurance contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by contractor shall not be interpreted as limiting contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in Florida.

6. **INSURANCE**: LEA, at its sole expense, shall procure and keep in full force and effect during the term of this agreement, a policy of insurance to the reasonable satisfaction of the Authority as to the insurer insuring and protecting the Authority and LEA, as their respective interest may appear, against losses and damages sustained or suffered because of a casualty event or death, injury, or damage to person or property. LEA shall as a minimum provide the following insurance coverages:

a. comprehensive general liability coverage with limits of no less than \$1,000,000 per incident as to personal injury liability and as to property damage liability; and

b. automobile general liability coverage with limits of no less than \$500,000 per individual per incident; and

c. Florida statutory amounts of workers' compensation insurance; and

d. LEA shall require its subcontractors to maintain the same insurance coverages; and

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e. LEA shall provide the Authority with copies of certificates of such insurance herein required which shall specifically set forth evidence of all coverage required hereunder. The certificates shall contain a provision that coverage as afforded under the policies will not be cancelled until after at least 30 days prior written notice to the Authority which shall be listed as an additional insured on the certificates.

7. PUBLIC RECORDS:

a. Access to Public Records – Notwithstanding any other termination provision in this agreement, the Authority may unilaterally cancel this agreement for refusal by LEA to comply with this section by not allowing public access to all public records (documents, papers, letters, or other material made or received by LEA in conjunction with this agreement), unless the records are exempt from Section 24(a) of Art. I of the Florida Constitution and Section 119.07(1) Florida Statutes.

b. Redacted Copies of Confidential Information – If LEA considers any portion of any documents, data, or records submitted to the Authority to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, LEA must simultaneously provide the Authority with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that LEA claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

c. Request for Redacted Information – In the event of a public records or other disclosure request pursuant to Chapter 119, the Florida Statutes, the Florida Constitution or other authority, to which records that are marked as "Confidential" are responsive, the Authority will provide the redacted copies received from LEA to the requestor. If a requestor asserts a right to the Confidential Information, the Authority will notify LEA such an assertion has been made. It is LEA's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Authority becomes subject to a demand for discovery or disclosure of the Confidential Information of LEA under legal process, the Authority shall provide LEA prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). LEA shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

d. Indemnification – LEA shall protect, defend, and indemnify the Authority for any and all claims arising from or relating to LEA's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If LEA fails to submit a redacted copy of information it claims is Confidential, the Authority is authorized to produce the entire document, data, or records submitted to the Authority in answer to a public records request or other lawful request for the records.

8. **NOTICES:** All notices, demands, and other communications required pursuant to this agreement shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, and electronic mail, and delivered to the following individuals and their addresses:

- a. Michael Troiano
 President
 LAWN ENFORCEMENT AGENCY, INC.
 Post Office Box 141091
 Gainesville, Florida 32614
- b. Dale Williams
 Executive Director
 Lake Shore Hospital Authority
 Post Office Box 988
 Lake City, Florida 32056-0988
- With copy to: Fred L. Koberlein Attorney for Authority 855 SW Baya Dr Lake City, Florida 32025-4208

, †

9. <u>VENUE</u>: This agreement shall be construed and governed by the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue should be a legal dispute arise between the parties. In the event of a dispute between the parties relating to this agreement or any breach thereof, then the defaulting party shall be liable and pay to the non-defaulting party the reasonable attorney's fees and costs incurred by the non-defaulting party, including any appeal therefrom.

10. **FAILURE TO PERFORM:** LEA shall not be responsible for failure to perform the terms and conditions of this agreement if the failure to perform is due directly to acts of God, wars, acts of public enemies, fires, floods, or other similar causes wholly beyond LEA's control. In the case of any failure to perform which LEA believes is excusable by this provision, LEA shall notify the Authority, in writing, of the delay or potential delay with in five (5) days after the cause that it believes creates the excuse for delay.

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

LAKE SHORE HOSPITAL AUTHORITY

By:

Brandon Beil, Chairman

ATTEST Loretta Chancy, Secretar (SEAL)

STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this /// day of <u>Author</u>, 2020 by BRANDON BEIL, as, Chairman, and LORETTA CHANCY, as Secretary, of the Board of Trustees of LAKE SHORE HOSPITAL AUTHORITY, on behalf of the Board, who are personally known to me or who have produced Florida driver's licenses as identification.

Notary Public State of Florida Cynthia A Watson My Commission GG 351334 Expires 10/30/2023

(NOTARIAL SEAL)

Notary Public, State of Florida My Commission Expires: 10/30/23

Signed, sealed and delivered in the presence of:

Print or type name

By: Mill Amario

Witness

, ¹

Print or type name

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this $\frac{120}{120}$ day of $\frac{120}{120}$, 2020 by MICHAEL TROIANO, as, President of LAWN ENFORCEMENT AGENCY, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who have produced Florida driver's liquenses as identification.

Gun,

Notary Public, State of Florida My Commission Expires: OC 29, 2020

(NOTARIAL SEAL)



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELN SURA ND TH	/ OR NCE HE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEI IE A C	ND OR ALTE CONTRACT E	ER THE CO' BETWEEN T	JPON THE CERTIFICATE VERAGE AFFORDED BY HE ISSUING INSURER(S),	THE P AUTH	ER. THIS OLICIES IORIZED		
IMPORTANT: If the certificate hold endorsed. If SUBROGATION IS WAI statement on this certificate does not	VED,	subj	ect to the terms and co	nditior er in li	ns of the pol eu of such ei	icv. certain	policies may require an e	ovislor ndorse	ns or be ment. A		
PRODUCER Hiscox Inc. 5 Concourse Parkway	CONTACT NAME: PHONE (AVC, No, Ext): (888) 202-3007 (AVC, No, Ext): (888) 202-3007										
Suite 2150				E-MAIL ADDRESS: contact@hiscox.com							
Atlanta GA, 30328				INSURE		v Insurance C	RDING COVERAGE		NAIC#10200		
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Total Grounds Management 929 NE Maple Ln				INSURE	RC:						
Lake City, FL 32055				INSURE	RD:						
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CERTIFICATE HOLDER				CANC	ELLATION						
Lake Shore Hospital Authority 259 Franklin Street Lake City, FL 32055					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHO	RIZED REPRESE	NTATIVE	Kent				
·					© 19	88-2015 AC	ORD CORPORATION. AI	rights	reserved		

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LAKE SHORE HOSPITAL AUTHORITY

MEDICAL ASSISTANCE PROGRAM

ELIGIBILITY GUIDELINES AND PROCEDURES

REVISED

JUNE 12, 2023



LAKE SHORE HOSPITAL AUTHORITY

MEDICAL ASSISTANCE PROGRAM

ELIGIBILITY GUIDELINES AND PROCEDURES

REVISED

JUNE 12, 2023

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.

Revised June 12, 2023

TABLE OF CONTENTS

SUBJECT

SECTION

Statement of Purpose	.01
Summary of Eligibility Criteria	.02
Eligibility Determination Process	.03
Application	.03
Evaluation and Determination	.03
Enrollment	.03
Residency	.04
Identification	.05
Family Unit Size	.06
Income	.07
Income Verification	.07
Calculation of Income	.07
Qualifying Levels	.08
Application Time Standards	.09
Termination	.10
Primary Care and Pharmacy Program	.11

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 Assistance Program availability is restricted based on income.

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 Medical 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:

- 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.

Lake Shore Hospital Authority reserves the right to verify all information. Verification includes but is not limited to income, 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.

LSHA .03 Eligibility Determination Process

Purpose

- 1. To summarize the eligibility process for eligible citizens who apply for medical assistance in advance of need (regular medical assistance), through the Lake Shore Hospital Authority office.
- 2. To summarize the eligibility process for eligible citizens who apply for medical assistance at a Lake Shore Hospital Authority approved treatment facility (Point of Service).

Policy

It is the policy of the Lake Shore Hospital Authority to encourage all eligible citizens to apply for medical assistance prior to need (Regular Medical Assistance). This policy is intended to best serve both the citizens and the Authority. Citizens who qualify in advance through regular medical assistance receive more benefits, have less wait time at the point of medical service, and are pre-qualified for a minimum amount of time which varies based on individual circumstances. Point of Service approval is limited in scope to a single visit and a maximum number of visits.

Procedures – (Regular Medical Assistance)

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

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)
- 2. Evaluation and Determination:

Upon receipt of the application, assessment form (Appendix B) and checklist (Appendix C), the LSHA 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.

Procedure - Point of Service

- 1. Individuals may only seek medical treatment at a Lake Shore Hospital Authority authorized provider.
- 2. The individual seeking medical assistance shall provide proper identification. Identification may be established as provided for in LSHA.05 Identification of this policy.
- 3. The individual seeking medical assistance shall be a resident of Columbia County. Proof of residency is required. Proof of residency can be established as provided for in LSHA.04 Residency of this policy.
- 4. Family size (LSHA.06) and income (LSHA.07) are determining factors in approving eligibility for medical assistance. If proof of family size and income is not available when seeking point of service medical assistance, an affidavit attesting to the applicants family size and income shall be required.
- 5. Within five (5) business days of receiving point of service medical assistance, the individual who received medical assistance shall contact the office of the Lake Shore Hospital Authority to file for regular medical assistance. Failure to do so may disqualify the applicant from receiving future medical assistance through either point of service or regular medical assistance programs. In addition, the Lake Shore Hospital Authority may seek reimbursement for the cost of care provided as provided for by law.

LSHA .04 Residency

Purpose

This section defines residency as it relates to the LSHA Medical 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 of the following documents (The documents must show the **same** address). A driver's 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 is 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, 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 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 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 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 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 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 Assistance Program eligibility process.

Policy

The LSHA Board will set the income levels allowable for inclusion into the Medical Assistance Program. All income must be verified. Income will be calculated based on current status.

Definitions

Gross Income-The amount of current income as of the date of the application. 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. Retirement and Pension Benefits, Stocks, Bonds and Annuities
- 5. Royalties and Rents
- 6. Unemployment and Worker's Compensation
- 7. Veterans and Military Allotments
- 8. Strike Benefits
- 9. Insurance and Annuity Income
- 10. Dividends and Interest Earnings (stocks, bonds, etc.)
- 11. Estate and Trust Fund Income
- 12. Alimony/Child Support
- 13. 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 Assistance Counselors may request supporting documentation for deductions not in line with industry standards. Deductions for personal expenses and wages will be adjusted accordingly.
- 14. Other income appropriate for inclusion.

Verification of Income

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

- a. Most recent individual income tax return.
- b. Recent paystubs
- c. Bank Statements
- d. Unemployment/Worker's Compensation Statement.
- e. Child Support statement/Alimony statement,
- f. Social Security Benefits for any family member; statement, award letter or bank statement.

- g. Pensions/Retirements/Interest; statement, award letter, or bank statement.
- h. Veterans Benefits; award letter or bank statement.
- i. Other appropriate supporting documents. including, but not limited to, employment termination letters.
- j. Self Employment income
- 1. The calculation of income is based on current family income.

LSHA .08 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 .9 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 followings ways:

a. The date medical services are provided.

b. The date the application is received by LSHA Medical 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 Assistance Counselors with initial application. and/or at point of service when requested.
 - b LSHA Medical 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 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 card 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 Assistance Counselors.

LSHA .10 Termination

Purpose

To establish criteria for the termination of member eligibility for LSHA Medical 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

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

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

LSHA .11 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.



LAKE SHORE HOSPITAL AUTHORITY

MEDICAL FINANCIAL ASSISTANCE PROGRAM

ELIGIBILITY GUIDELINES AND PROCEDURES

REVISED

JUNE 12, 2017

JUNE 12, 2023

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LAKE SHORE HOSPITAL AUTHORITY

MEDICAL -FINANCIAL ASSISTANCE PROGRAM

ELIGIBILITY GUIDELINES AND PROCEDURES

REVISED

JUNE 12, 2017 JUNE 12, 2023

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.

TABLE OF CONTENTS

SUBJECT

SECTION

Statement of Purpose	.01
Summary of Eligibility Criteria	.02
Eligibility Determination Process	.03
Application	.03
Evaluation and Determination	.03
Enrollment	.03
Residency	.04
Identification	.05
Family Unit Size	.06
Income	.07
Income Verification	.07
Calculation of Income	.07
Assets	.08
Qualifying Levels	.09
Application Time Standards	.10
Termination	.11
Primary Care and Pharmacy Program	.12

Appendix A-Application Appendix B-Assessment Form Appendix C-Checklist Appendix D-Asset Limits Appendix E-Zip Codes Appendix F-LSHA Verification of Support

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 <u>Medical</u> Financial Assistance Program availability is restricted <u>based on income</u>. 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 <u>Medical</u> 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:

- 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.
- 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.

- 1. <u>To summarize the eligibility process for eligible citizens who apply for medical assistance in advance of need (regular medical assistance), through the Lake Shore Hospital Authority office.</u>
- 2. <u>To summarize the eligibility process for eligible citizens who apply for medical assistance at a Lake Shore</u> <u>Hospital Authority approved treatment facility (Point of Service).</u>

Policy

It is the policy of the Lake Shore Hospital Authority to encourage all eligible citizens to apply for medical assistance prior to need (Regular Medical Assistance). This policy is intended to best serve both the citizens and the Authority. Citizens who qualify in advance through regular medical assistance receive more benefits, have less wait time at the point of medical service, and are pre-qualified for a minimum amount of time which varies based on individual circumstances. Point of Service approval is limited in scope to a single visit and a maximum number of visits.

Procedures - (Regular Medical Assistance)

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

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 <u>Medical</u> Financial 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.

Procedure - Point of Service

- 1. Individuals may only seek medical treatment at a Lake Shore Hospital Authority authorized provider.
- 2. <u>The individual seeking medical assistance shall provide proper identification</u>. <u>Identification may be</u> established as provided for in LSHA.05 Identification of this policy.
- 3. <u>The individual seeking medical assistance shall be a resident of Columbia County</u>. <u>Proof of residency is</u> required. Proof of residency can be established as provided for in LSHA.04 Residency of this policy.
- 4. <u>Family size (LSHA.06) and income (LSHA.07) are determining factors in approving eligibility for</u> medical assistance. If proof of family size and income is not available when seeking point of service medical assistance, an affidavit attesting to the applicants family size and income shall be required.
- 5. Within five (5) business days of receiving point of service medical assistance, the individual who received medical assistance shall contact the office of the Lake Shore Hospital Authority to file for regular medical assistance. Failure to do so may disqualify the applicant from receiving future medical assistance through either point of service or regular medical assistance programs. In addition, the Lake Shore Hospital Authority may seek reimbursement for the cost of care provided as provided for by law.

LSHA .04 Residency

Purpose

This section defines residency as it relates to the LSHA <u>Medical</u> 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's 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 is 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, eredit 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 <u>Medical Financial</u> 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 <u>Medical</u> 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 <u>Medical</u> 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 <u>Medical Financial</u> Assistance Program eligibility process.

Policy

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

Definitions

Gross Income-The amount of <u>current</u> 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 <u>Medical Financial</u> 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: <u>documentation of applicants current status to</u> 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. <u>including, but not limited to, employment termination</u> <u>letters.</u>
- 1. 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
- The calculation of income is <u>based on current family income</u>. 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 followings ways:

a. The date medical services are provided.

<u>b.</u> The date the application is received by LSHA <u>Medical</u> 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 <u>Medical</u> Financial Assistance Counselors with initial application. and/or at point of service when requested.
 - b LSHA <u>Medical</u> 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 <u>Immediate approval or a</u> 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 <u>Medical Financial</u> 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 <u>Medical</u> 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 June 12, 2023 Regular Meeting

NEW	0
RENEW	5
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN MAY	5
ACTIVE MEMBERS	29
PUBLIC VISITS	12
PRIMARY CARE VISITS - 4 LOCATIONS	
April, 2023	11
YTD (Fiscal year October – Sept)	105
PHARMACY USAGE	
April 2023	
PATIENTS SERVED	23
RX'S FILLED	73