

DRAFT

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Regular Meeting – February 10, 5:15 p.m.

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

Present: Stephen Douglas, Chair
Brandon Beil, Vice-Chair
Don Kennedy/ Secretary/Treasurer

Jerry Bullard, Trustee
Lory Chancy – Trustee

Absent:

Also

Present: Dale Williams, Executive Director
Todd Kennon, Attorney
Judge Melissa Olin
Morgan McMullen, Reporter
Rocky Ford, County Comm.
Joel Foreman, Columbia County Attorney
Tammy Ferris, Col. County Health Dept.

Sonja Markham, LSHA Staff
Karl Plenge, NOC
James Olin
Barbara Lemley
Diane Duque, Col. County Health Dept.
Tony Ferris, Col. County Health Dept.
Dr. Lawrence Barrett, Florida Gateway
College

Stew Lilker, Columbia County Observer
Chuck Hydovitz, Trial Court Administrator

10 participants participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Douglas called the in person/virtual February 10, 2025, Regular Meeting to order at 5:15 P.M. Chairman Douglas called for additions/deletions to the agenda. Todd Kennon, LSHA Attorney asked for the Construction and Operation Agreement with Palms Medical Group to be tabled and placed on the March 2025 monthly meeting Agenda. **Motion** by Mr. Brandon Beil to approve the agenda deleting the Construction and Operation Agreement with Palms Medical Group. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Public Comments by Mr. Rocky Ford, Ms. Diane Duque, Ms. Barbara Lemley and Mr. Stew Lilker.

CONSENT AGENDA

Chairman Douglas called for a motion to approve the Consent Agenda. **Motion** by Mr. Don Kennedy to approve adoption of the Consent Agenda. **Second** by Mr. Jerry Bullard. All in favor. **Motion carried.**

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LSHA - Regular Meeting Minutes

February 10, 2025

NEW BUSINESS

Request for Approval – Renewal of U.S. Treasury Notes re: LSHA Surplus Funds Investment (final interest rate(s) TBD – February, May and July 2025)

Mr. Dale Williams explained the maturity dates and interest for the treasury notes to the Trustees. Staff is requesting renewal of the Treasury note that expires on 2/15/2025. **Motion** for discussion by Mr. Brandon Beil to reinvest the Treasury Notes expiring 2/15/2025 for a 12-month term. **Second** by Mr. Don Kennedy. Discussion by the Trustees. All in favor. **Motion carried.** The additional Treasury Notes will come up for renewal in May 2025 and July 2025 and will be placed on the meeting Agenda at appropriate times for renewal.

UNFINISHED BUSINESS – Mr. Dale Williams, Executive Director

Discussion and Possible Action – Change to General Liability and Property Insurance Policy

Mr. Dale Williams reminded the Trustees that the LSHA had been notified by the Florida League of Cities that an “error” in calculating the General Liability Insurance premium had been identified and as a result of the error, the LSHA owed a “back” premium of \$29,081.00. Mr. Dale Williams would like to address the “back” premium after all decisions are made regarding the properties on the Lake Shore Hospital campus. No action will be taken at this time.

Discussion and Possible Action - Community Health Needs Assessment (CHNA) - Responses to the “Request for Proposals”

There were Six (6) responses to the Lake Shore Hospital Authority Request for Proposals (RFP) to perform a Community Health Needs Assessment (CHNA). Of the 6 responses, 2 have been found to be fully responsive (see attached response tabulation). The 2 responses deemed to be responsive were from HMA and HealthTech.

The 2 qualified responses have been reviewed. The recommendation is that the LSHA Trustees authorize contract negotiations with Health Management Associates, Inc. (HMA).

HMA is recommended for the following reasons:

- 1.) The response appeared to demonstrate more rural experience.
- 2.) The “Process” to be utilized was easier to follow and understand.
- 3.) The “Data Collection Process” included more sources and tools.

Public Comments by Ms. Barbara Lemley and Mr. Stew Lilker. Discussion by the Trustees. **Motion** by Mr. Brandon Beil to table this item, and place this on the March meeting agenda. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.** Mrs. Lory Chancy would like Mr. Dale Williams to inquire with surrounding counties to see if they would be interested in this assessment and sharing the expenses.

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Discussion and Possible Action - Approval of property distribution recommendation between Columbia County and Florida Gateway College

As requested by the LSHA Trustees during their January 27, 2025, Special Meeting, representatives from the Columbia County Board of County Commissioners and Florida Gateway College met on Wednesday January 28, 2025, to discuss a joint recommendation for allocating certain physical assets of the Lake Shore Hospital Authority between the two entities.

The two-story building will go to Florida Gateway College and the Court Administration the LSHA Administration building with a number of vacant adjoining lots will be transferred to Columbia County for use by Court Administration.

Public Comments by Mr. Joel Foreman, Mr. Stew Lilker and Ms. Barbara Lemley. Discussion by the Trustees. Mr. Todd Kennon's recommendation is to give the FGC and the Columbia County the properties as is, and they will handle their own zoning issues. He also suggested surveys on the properties. **Motion** by Mr. Don Kennedy to approve the property distribution between Columbia County and Florida Gateway College (attached parcel map -Attachment D-2- reflects the joint recommendation of the two entities.) Mr. Todd Kennon will get with legal staff for both entities to finalize the terms and conditions of the transfer. **Second** by Mr. Brandon Beil. Roll call vote – Mrs. Lory Chancy – yes, Mr. Don Kennedy – yes, Mr. Jerry Bullard – yes, and Mr. Brandon Beil – yes. All in favor. **Motion carried.**

Discussion and Possible Action – Termination of Columbia EMS lease offer

Mr. Dale Williams informed the Trustees that Columbia EMS is no longer interested in the site they were going to utilize for the EMS Center. Public comments by Ms. Barbara Lemley. Discussion by the Trustees. Mr. Brandon Beil would like to see if other entities have an interest in this property. This property needs to be declared surplus and placed on the upcoming March Agenda. **Motion** by Mr. Jerry Bullard to remove Columbia EMS from their lease and declare the property as surplus in the March meeting. **Second** by Mr. Don Kennedy. **Motion carried.**

UNFINISHED BUSINESS – Mr. Todd Kennon, LSHA Attorney

Discussion and Possible Action – Chapter 164 Update re: City of Lake City Non-Conforming Zoning Determination

Mr. Todd Kennon informed the Trustees the Chapter 164 meeting with the City of Lake City is scheduled for March 12, 2025, at 1:00 pm at City Hall.

Public Comments by Mr. Stew Lilker.

Mr. Dale Williams asked the Trustees to cancel the regular Authority March 10th meeting and reschedule after the Chapter 164 meeting with the City. The March meeting will be Tuesday, March 18th or Wednesday, March 19th. Once confirmed notice will be sent out.

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February 10, 2025

STAFF REPORT

The staff report is in the Trustee packets.

BOARD MEMBER COMMENTS

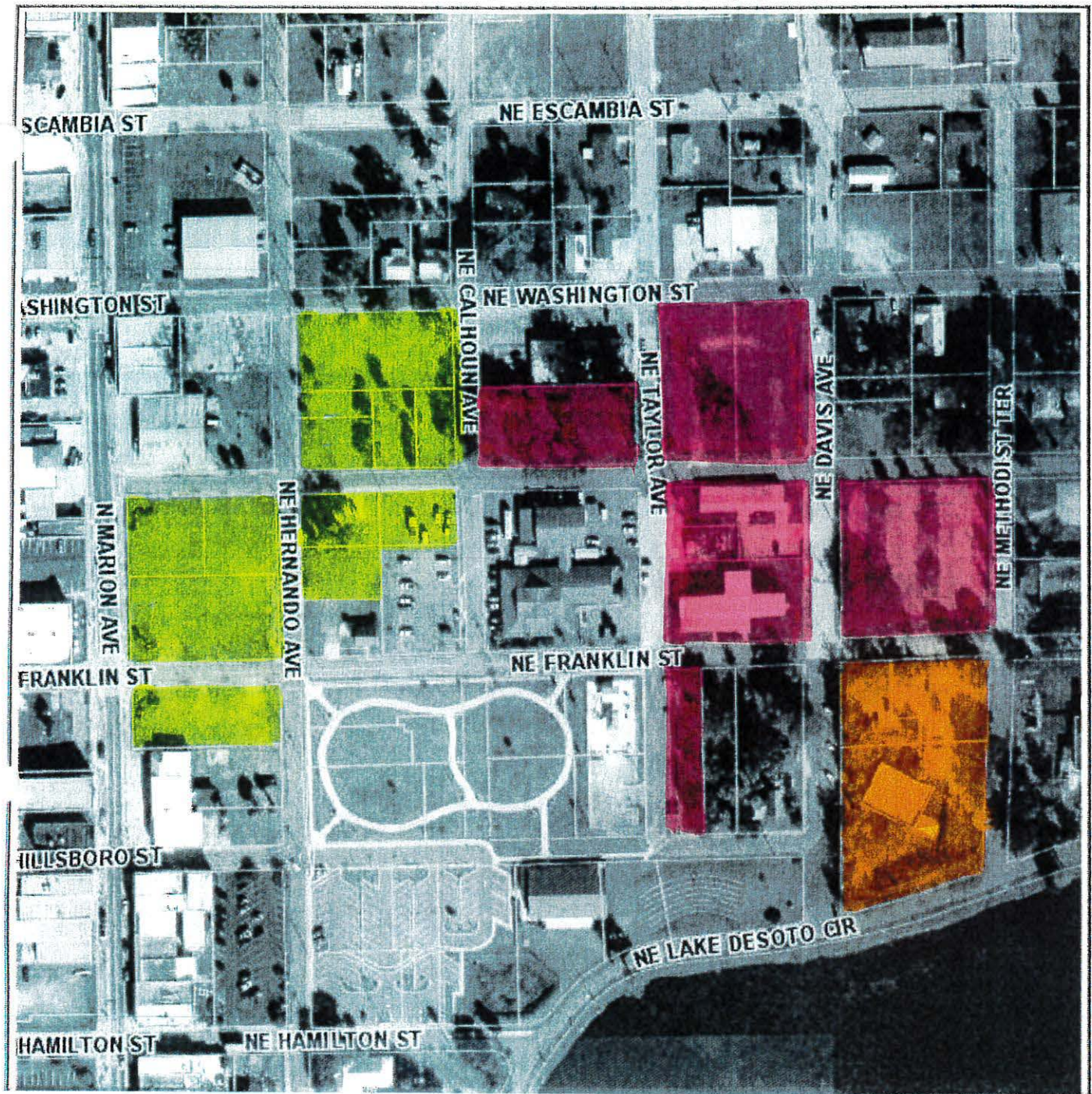
There were none.

Meeting adjourned.

Respectfully submitted,

Donald R. Kennedy, Secretary/Treasurer

Date of Approval



KEY

ORANGE – FLORIDA GATEWAY COLLEGE

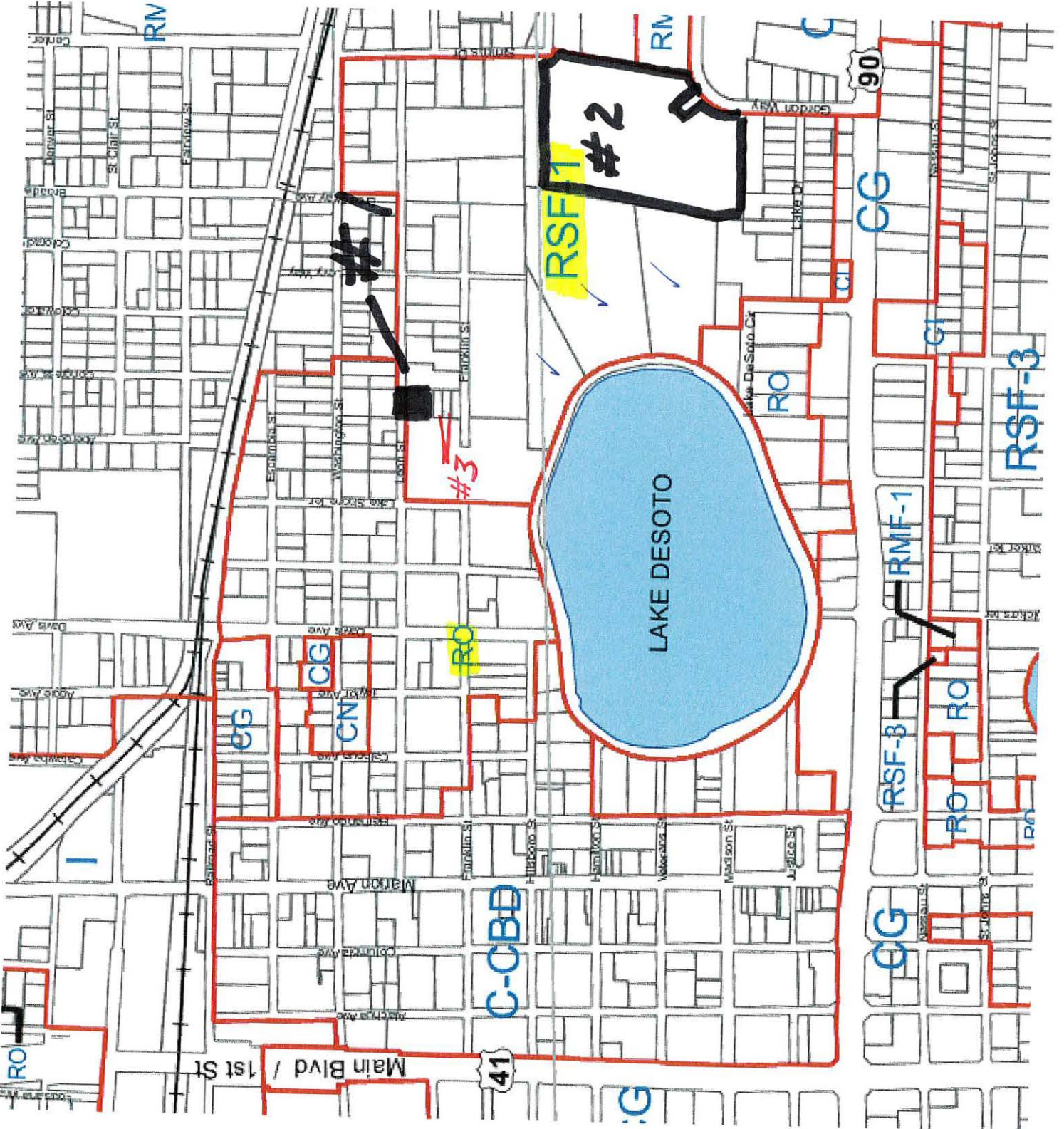
PINK – COLUMBIA COUNTY

YELLOW – LSHA REMAINING VACANT LOTS

D-2

17:13:34 From Lake Shore Hospital Authority,
Lake City, FL to Everyone:

Please be advised that all chat
comments become part of the public record.



PROFESSIONAL SERVICES

This Agreement (the "Agreement") is entered into on the ____ day of _____, 2025 by and between the Lake Shore Hospital Authority (hereinafter referred to as "LSHA OR ITS SUCCESSORS") and Trenton Medical Center, Inc., a Florida not for profit corporation d/b/a Palms Medical Group (hereinafter referred to as "PALMS").

RECITALS

The Lake Shore Hospital Authority is an independent special district of Florida, currently operating under Chapter 2005-315, of the Laws of Florida.

PALMS is a Florida not for profit organization and 501(c)(3) organization that has been designated as a Federally Qualified Health Center that specializes in the delivery of primary health care services to individuals in its approved service area.

LSHA OR ITS SUCCESSORS desires to make primary care health services available to LSHA OR ITS SUCCESSORS enrollees as well as other individuals in underserved areas of Columbia County, which includes the PALMS service area;

As allowed by its enabling legislation, LSHA OR ITS SUCCESSORS intends to establish a primary healthcare center by renovating one of its vacant buildings on the former Lake Shore Hospital campus, and utilizing the services of PALMS to operate this renovated facility on a contractual basis.

The Parties Agree as follows:

1. Term.

This Agreement shall govern the relationship of the parties for an initial five (5) year period and shall take effect on _____. It is anticipated that the Agreement shall continue beyond the initial term and therefore may be renewed by the parties for additional five (5) year terms, by mutual written consent of the parties thereafter, unless otherwise terminated or amended, as provided herein. Renewal shall be automatic absent three-hundred and sixty (360) days' notice of intent not to renew is provided by LSHA or ITS SUCCESSORS, the Agreement shall renew for a period of one (1) additional year.

2. Obligations of PALMS.

- a. PALMS will apply to the Health Resources and Services Administration ("HRSA"), to open a new site at the LSHA OR ITS SUCCESSORS location set forth herein and more fully described in Exhibit B to this Agreement. Once approved the new site will be included in PALMS approved scope of project thereby allowing the provision of services under this Agreement. If HRSA fails

to approve the new site in PALMS Scope of Project within six (6) months of PALMS' request for a change in scope, this Agreement shall not take effect.

- b. PALMS will utilize its specialized expertise and experience in establishing health clinics to develop plans, probable cost and "bid ready" documents for the renovation of the LSHA OR ITS SUCCESSORS- owned "P.T. Building" into a first-class health care facility. A floorplan schematic of the proposed facility is attached to this Agreement. LSHA OR ITS SUCCESSORS will exercise overall responsibility and owner supervision for this project phase. PALMS will be paid a fixed fee (as set forth in Section 2c) and work with LSHA OR ITS SUCCESSORS and the contractor to determine the set timeframe for this project phase.
 - c. PALMS will assist in the bidding, contractor selection, and contract management of the construction phase of the project. LSHA OR ITS SUCCESSORS will maintain overall responsibility for this project phase, including selection of contractor and making payments to the contractor and engineers. PALMS will be paid a \$40,000 fee for this project phase.
 - d. PALMS will identify the equipment and furnishings needed to initially operate the health clinical facility and prepare appropriate procurement documents in compliance with the LSHA OR ITS SUCCESSORS purchasing policies. LSHA OR ITS SUCCESSORS will transact the purchasing function and directly pay for the equipment and furnishings purchased.
 - e. PALMS will provide the primary care health services set forth in Exhibit A to this Agreement. The primary care health services shall be provided by PALMS employees and/or independent contractors.
3. Obligations of LSHA OR ITS SUCCESSORS.
- a. LSHA OR ITS SUCCESSORS shall collaborate with PALMS to coordinate the provision of services set forth in Exhibit A. LSHA OR ITS SUCCESSORS agrees that PALMS shall be the exclusive provider for primary health care services for LSHA OR ITS SUCCESSORS.
 - b. LSHA OR ITS SUCCESSORS shall provide PALMS with access to a facility to provide primary care health services, as well as appropriate equipment and furnishings to operate a primary health care facility. The facility, the equipment, and furnishings are more fully described in Exhibit B.

4. Patient Billing and Services for Compensation.

LSHA OR ITS SUCCESSORS provides its authorized patients with health care coverage in accordance with LSHA OR ITS SUCCESSORS's health care plan. LSHA OR ITS SUCCESSORS seeks to make available to LSHA OR ITS SUCCESSORS Patients and other individuals in Columbia County a facility to give underserved and other patients access to quality primary health care. LSHA OR ITS SUCCESSORS shall agree to compensate PALMS for the services provided under this Agreement pursuant to the compensation methodology set forth in Exhibit C to this Agreement. LSHA OR ITS SUCCESSORS agrees and acknowledges PALMS may bill applicable third-party payors for patient care services for any individual that is not covered by LSHA OR ITS SUCCESSORS's health plan. Individuals that do not have third-party coverage and who are not covered by LSHA OR ITS SUCCESSORS's health plan shall be treated as self-pay patients. All self-pay patients shall be afforded the opportunity to apply for PALMS sliding-fee discount if eligible.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PALMS is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle the parties to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by either party. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, and fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. PALMS agrees that it will not be treated by LSHA OR ITS SUCCESSORS as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required.

6. Professional Services.

PALMS expressly warrants, represents and acknowledges that its employees and contractors providing services under this Agreement are duly licensed, as may be required, in the State of Florida to provide the services contemplated in this Agreement. PALMS further warrants, represents and acknowledges that its employees shall perform all professional medical services provided to employees of LSHA OR ITS SUCCESSORS consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients.

7. Liability and Insurance.

- a. PALMS has been “deemed” as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the PALMS’s employees, as well as PALMS itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement. Such coverage may not be extended to the LSHA OR ITS SUCCESSORS. In the event that Federal Tort Claims Act coverage is not available for the services provided under this Agreement, PALMS maintains and shall maintain professional liability coverage in at least the minimum amounts required by law to supplement any Federal Tort Claims Act coverage denials.
- b. The parties agree to maintain all appropriate insurance or other form of financial responsibility coverage as may be required by law. The parties agree to accept and to be responsible for their own acts or omissions as well as those of its employees, and nothing in this agreement should be interpreted or construed to place any such responsibility onto the other parties.
- c. PALMS shall maintain comprehensive general public liability insurance, protecting PALMS and LSHA OR ITS SUCCESSORS as their interests may appear, against liability for injuries to persons and property, occurring on the premises, in the minimum amount of a single limit coverage of \$1 million. PALMS shall also maintain workers compensation insurance respecting all employees of PALMS in such amount as is required by law; provided that PALMS may be self-insured with respect to all or any part of its liability for worker’s compensation to the extent permitted by law.
- d. LSHA or its successors shall maintain comprehensive general public liability insurance, protecting LSHA or ITS SUCCESSORS and PALMS as their interests may appear, against liability for injuries to persons and property, occurring on the premises, in the minimum amount of a single limit coverage of \$1 million.
- e. All policies of insurance shall be issued by recognized, responsible companies or other programs which are qualified or authorized under the laws of the State of Florida to assume the risks covered by such policy or policies.

f. All policies of insurance required under this section shall be for the benefit of PALMS and LSHA OR ITS SUCCESSORS as their respective interests may appear. PALMS shall, upon request, use reasonable efforts to cause LSHA OR ITS SUCCESSORS to be named as an additional insured where appropriate. Proof of all required insurance coverages shall be provided by PALMS to LSHA OR ITS SUCCESSORS prior to the effective date of this Agreement, and thereafter as reasonably requested unless such risks are self-insured. PALMS shall further provide LSHA OR ITS SUCCESSORS with reasonable proof of any self-insurance programs of PALMS intended to replace or substitute for any conventional insurance coverage and proof of compliance with State laws and required reserves to the reasonable satisfaction of LSHA OR ITS SUCCESSORS.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon three hundred and sixty (360) days written notice, at any time during this Agreement, or if funding is not available. In the event funding from LSAH OR ITS SUCCESSORS is not available, PALMS will be provided with one hundred and eighty (180) days written notice. PALMS will retain the option to continue providing the services listed in Exhibit A at the site reference in Exhibit B beyond the one hundred and eighty (180) day notice period for the term currently in effect. Any PALMS services provided beyond the aforementioned one hundred eighty (180) day notice would not be eligible for reimbursement from LSHA OR ITS SUCCESSORS set forth in Exhibit C. Further the parties agree that in the event that PALMS continues to provide services without reimbursement set forth in Exhibit C, PALMS will reserve the right to terminate the Agreement upon thirty (30) days notice and cease operations at the site listed in Exhibit B.

8.2 Termination for Cause.

- a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of thirty (30) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless the parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. Waiver.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

10. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to LSHA OR ITS SUCCESSORS at:

Mr. Dale Williams
Executive Director
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, Florida 32055

addressed to the PALMS at:
Palms Medical Group
c/o Anita H. Rembert, CEO
23476 NW 186th Ave.
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

11. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

The parties expressly agree that the venue of any and all litigation between them as a result of this Agreement, or in any way connected with this Agreement, shall be exclusively in the State Courts of competent jurisdiction in Columbia County, Florida, and that the parties hereto expressly waive trial by jury of all issues so triable.

12. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Attorney Fees.

In the event suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the trial court, and/or appellate court.

15. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

17. Warranties by PALMS.

PALMS has warranted that; (a) None of its employees' license to practice as a licensed professional in the State of Florida, or in any other State, has ever been suspended or revoked at any time, unless and except as disclosed to LSHA OR ITS SUCCESSORS in writing prior to executing this Agreement; and (b) PALMS has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes

(The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PALMS know of any threatened or pending administrative or legal action by any governmental agency involving PALMS, unless and except as disclosed to the LSHA OR ITS SUCCESSORS in writing prior to the execution of this Agreement; and (c) PALMS and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs.

18. Public Records

PALMS acknowledges that all records not otherwise protected from disclosure by HIPAA, FERPA or other state or federal law, are public records pursuant to Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, PALMS is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by LSHA OR ITS SUCCESSORS to perform the services.
- Upon request from LSHA OR ITS SUCCESSORS's custodian of public records, provide LSHA OR ITS SUCCESSORS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the PALMS does not transfer the records to the LSHA OR ITS SUCCESSORS.
- Upon completion of the contract, transfer, at no cost, to LSHA OR ITS SUCCESSORS all public records in possession of PALMS or keep and maintain public records required by LSHA OR ITS SUCCESSORS to perform the service. If PALMS transfers all public records to LSHA OR ITS SUCCESSORS upon completion of the contract, PALMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PALMS keeps and maintains public records upon completion of the contract, PALMS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LSHA OR ITS SUCCESSORS, upon request of the LSHA OR ITS SUCCESSORS's custodian of public records, in a format that is compatible with the information technology systems of the LSHA OR ITS SUCCESSORS.
- The failure of the PALMS to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the LSHA OR ITS SUCCESSORS.

IF PALMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PALMS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 259 NE Franklin Street, Suite 102, Lake City, Florida 32055.

19. E-Verify.

As applicable and as a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., the Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b. The Authority, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The Authority, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the Authority for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Authority as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

LSHA OR ITS SUCCESSORS

By: _____

As its: _____

Date: _____

PALMS

By: _____

As its: _____

Date: _____

EXHIBIT A

SCOPE OF WORK – HEALTH CARE SERVICES

1. PALMS will provide the following services as the LSHA OR ITS SUCCESSORS Facility to eligible LSHA OR ITS SUCCESSORS Patients:
Complete primary Health Care for both Adults and children
Pediatrics
Well Baby Exams
Vaccinations for Children
Immunizations
Specialty Care Referral and Follow up
24-hour Provider availability
Chronic Disease Management
Preventive Health Care
Referral Pharmacy
Hearing/Vision Testing
Family Planning (not including abortions)
Physical Exams
HIV Testing
X-ray Services upon successful hire of x-ray technician
Telehealth
Workers Comp
Pharmacy Services onsite by the end of Year 2
2. PALMS will ensure that clinical providers providing services to LSHA OR ITS SUCCESSORS Patients are appropriately licensed to practice in Florida and are practicing within their approved scope of practice.
3. PALMS will ensure compliance with all applicable federal and state laws and regulations related to the provision of services under this Agreement.
4. PALMS will designate an individual who will serve as a primary liaison to the LSHA OR ITS SUCCESSORS and coordinate the appropriate exchange of information between the parties.
5. PALMS will require its employees to undergo criminal background checks.
6. The ownership and right to control of all clinical records, test results and supporting documents prepared in connection with the delivery of services

under this Agreement will vest exclusively in PALMS. However, PALMS agrees that copies of such clinical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable federal or state law. The parties expressly agree that such clinical records will not be released to LSHA OR ITS SUCCESSORS nor will LSHA OR ITS SUCCESSORS have access to any of the contents of such clinical records.

7. The hours of operation of the office shall be established by PALMS, in consultation with LSHA OR ITS SUCCESSORS, to meet the needs of LSHA OR ITS SUCCESSORS Patients. The office will be open no less than 40 hours per week.

EXHIBIT B

Location of Services and Usage of Space

1. The primary care health services provided by PALMS under this Agreement shall be provided at the LSHA OR ITS SUCCESSORS facility located at 351 NE Franklin Street, Lake City, FL 32055 and more specifically described in the clinical space diagram attached to this Exhibit B as Appendix 1 herein after referred to as "Clinical Office Space".
2. LSHA OR ITS SUCCESSORS agrees at its own cost and expense, shall maintain and keep in good repair the exterior and the structural portions of the Clinical Office Space including, but not limited to, the heating and air conditioning equipment. PALMS shall furnish its own sharps, chemical, medical, and biomedical waste disposal, as well as provide for any cleaning of the Clinical Office Space during PALMS' use thereof. Upon the termination of this Agreement PALMS will vacate the Clinical Office Space leaving it in as good condition, reasonable wear and tear or acts of God excepted. PALMS shall timely make all minor repairs (defined) as repairs less than \$5,000 per event to the Clinical Office Space. In no event shall PALMS be responsible for major repairs and related expenses (defined as repairs exceeding \$5,000 per event) to the Clinical Office Space.
3. LSHA OR ITS SUCCESSORS agrees to provide PALMS with the ability for 24/7 access to the Clinical Office Space during the term of this Agreement. LSHA OR ITS SUCCESSORS shall allow PALMS to install its own computer and telecommunications related equipment in the Clinical Office Space. Additionally, PALMS shall be responsible for the costs of electricity, gas, water and sewage to the Clinical Office Space.
4. Insurance (Place holder). PALMS will be required to carry general premises liability as required in the Agreement but may carry coverage for its personal property. PALMS shall be solely responsible for its personal property located on the premises.
5. All personal property of PALMS used in the Clinical Office Space shall remain the sole property of PALMS and LSHA OR ITS SUCCESSORS shall have no interest, secured or unsecured, in such property.
6. PALMS at all times shall permit LSHA OR ITS SUCCESSORS or its agents to enter into and upon the premises, upon reasonable notice to PALMS, for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about

the premises or the building/clinical space that LSHA OR ITS SUCCESSORS deems necessary or desirable.

7. LSHA OR ITS SUCCESSORS shall provide to PALMS the equipment and furniture as mutually agreed to by the parties. LSHA OR ITS SUCCESSORS agrees to reasonably provide the equipment and furniture requested by PALMS to be used for the provision of services under this Agreement. All equipment and furniture provided by LSHA OR ITS SUCCESSORS shall remain the property of LSHA OR ITS SUCCESSORS.

EXHIBIT C

COMPENSATION

1. PALMS will be reimbursed monthly for losses, to be reconciled at PALMS' fiscal year end (May 31), up to a cap of \$850,000 annually for the first two years of clinical operations as set forth in Exhibit A For the purpose of computing monthly losses to be subsidized by LSHA or its Successors during the first two years of operations, LSHA payments for patient services at all PALMS locations will be considered operating revenues of the LSHA clinic.
2. PALMS will be reimbursed monthly for losses, to be reconciled at PALMS' fiscal year end (May 31) up to a cap of \$200,000 in year three of clinical operations as set forth in Exhibit A.
3. Notwithstanding the payment for incurred losses during the first three (3) years of this Agreement, PALMS will be paid for clinical services rendered under this Agreement. PALMS will be paid, per eligible patient visit, at PALMS PPS rate as determined by AHCA for each LSHA OR ITS SUCCESSORS patient visit, at any PALMS office, minus the nominal fee paid by the patient. Patient visits for LSHA OR ITS SUCCESSORS patients will be billed monthly. The PPS rate is calculated annually in October and will be shared with LSHA OR ITS SUCCESSORS. PALMS will provide LSHA OR ITS SUCCESSORS with patient visit information consistent with Patient Name, Address and Date of Service. PALMS may not provide additional information relating to the care and treatment of any individual without appropriate written authorization from the patient.
4. PALMS will be responsible for the cost of all supplies purchased and costs associated with the facility, except those noted in Exhibit B..
5. PALMS and the LSHA OR ITS SUCCESSORS will determine a feasible formulary for prescriptions to be available to LSHA OR ITS SUCCESSORS patients. PALMS will collect a fee from each LSHA OR ITS SUCCESSORS patient receiving a prescription. PALMS will bill LSHA OR ITS SUCCESSORS the remaining balance of any prescriptions listed in the formulary. Such payment is separate and apart from the payment for clinical services referred in Section 3 of this Exhibit. This will be invoiced monthly.

6. LSHA OR ITS SUCCESSORS will compensate and/or reimburse PALMS within the latter 10 days of invoicing by PALMS, or five days after the LSHA OR ITS SUCCESSORS Trustees meeting authorizing the payment.
7. If PALMS terminates the contract with LSHA OR ITS SUCCESSORS without cause in the first three years, PALMS will agree to repay LSHA OR ITS SUCCESSORS 50% of the losses reimbursed and fees collected for all LSHA OR ITS SUCCESSORS patients for the year in which PALMS terminates the contract.
8. In order to determine the monthly amount of reimbursement for losses, referenced in Sections 1 and 2 of this Exhibit, PALMS will be required to provide a monthly profit and loss statement detailing the revenue earned at the LSHA site and the expenses for the LSHA site. This will serve as the invoice for monthly reimbursement of losses. The profit and loss statement will be reconciled annually and certified by PALMS annual financial audit.
9. Separate and apart from information relating to reimbursements set forth in Section 8 of this Exhibit, PALMS shall submit an invoice for payment for clinical and pharmacy services as set forth above. Such invoice shall be processed in accordance with Section 6 of this Exhibit.
10. The parties acknowledge and agree that payment for clinical services and pharmacy services are for individuals that are considered as beneficiaries of the LSHA Plan. To be eligible for the LSHA Plan and individual must:
 - a. Be a resident of Columbia County, Florida;
 - b. Be an individual whose income, individually or as a family, is at or below 200% of the Federal Poverty Guides as verified by PALMS Sliding Fee Discount Policy (which has been made available to LSHA);and
 - c. Provide PALMS with acceptable form of identification in accordance with PALMS sliding fee scale policy.
11. PALMS will provide a listing of all patients seen under the LSHA plan that are new to the plan monthly. PALMS will be responsible for ensuring the patients meet the residency requirements as well as proof of income.

12. LSHA or ITS SUCCESSORS reserves the right to audit a reasonable number of records used to determine patient eligibility for the LSHA Plan. PALMS will not provide LSHA OR ITS SUCCESSORS access to any protected health information.

Staff Report
March 18, 2025 Regular Meeting

NEW	0
RENEW	2
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN FEBRUARY	2
ACTIVE MEMBERS	19
PUBLIC VISITS	9
PRIMARY CARE VISITS – 2 LOCATIONS	
January 2025	15
YTD (Fiscal year October – Sept)	33
PHARMACY USAGE	
January 2025	
PATIENTS SERVED	2
RX'S FILLED	6