

Funding Agreement

This Agreement is made this 1 day of November, 2012 by and between **NORTH LAKE COUNTY HOSPITAL DISTRICT**, an independent special taxing district of the County of Lake, State of Florida referred to herein as "North Lake County Hospital District", and **LIFESTREAM BEHAVIORAL CENTER, INC.**, a licensed hospital/ provider referred to herein as "LIFESTREAM BEHAVIORAL CENTER, INC."

Whereas, the North Lake County Hospital District was recreated and the charter was reenacted under House Bill 1299 and established as an independent special taxing district in the County of Lake, State of Florida; and

Whereas, the House Bill 1299 defines the public purpose of the district is to provide a means to pay for indigent care provided in accordance with this act through the use of health care facilities not owned and operated by the board of trustees; and

Whereas, the House Bill 1299 states the District may make and execute contracts and other instruments necessary in the exercise of its powers under this act and do all things necessary to carry out the purpose of this district; and

Whereas, the permitted use of tax funds consistent with the public purpose of the district may be used to pay for indigent care provided by licensed hospitals physically located in the district that are approved by the board of trustees; and

Whereas, **LIFESTREAM BEHAVIORAL CENTER, INC.** is a licensed hospital physically located in the district as more specifically described in House Bill 1299 and provides care for the indigent; and

Whereas, the North Lake County Hospital District has accepted the request of the LIFESTREAM BEHAVIORAL CENTER, INC. for the allocation of funds, approved LIFESTREAM BEHAVIORAL CENTER, INC. as a licensed hospital in the District and wishes to provide funds for the purposes and only for the purposes set forth in said request and this Agreement.

Now, Therefore, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:

A. North Lake County Hospital District shall not provide LIFESTREAM BEHAVIORAL CENTER, INC. with funds for indigent care of residents of the defined district in excess of the actual costs of providing care; however, the payment for indigent care provided may not exceed the amount payable by the Medicare program for identical or substantially similar care in the territory of the District.

B. LIFESTREAM BEHAVIORAL CENTER, INC. agrees as a condition of accepting said funds from the district to be subject to an audit of its records relative to the patients for whom payment is sought in order to ensure compliance with the House Bill 1299 and to provide transparency and accountability.

LIFESTREAM BEHAVIORAL CENTER, INC. understands and agrees that all audit reports shall become public records upon acceptance by the Board of Trustees.

C. If, upon completion of any audit, it is determined that payment was made by the District that was not in compliance with the requirements of House Bill 1299, a rebuttable presumption is created that the District is entitled to a recoupment of the amounts in question.

In accordance with the Act, notice shall be provided to LIFESTREAM BEHAVIORAL CENTER, INC. and an opportunity to go forward with evidence rebutting the presumption in an informal setting shall be provided. Pending any judicial determination, the district may set off the amounts in question against any other amounts owed or to be owed to the provider. If informal resolution cannot be reached between the parties, the Board of Trustees shall request a formal mediation conference.

D. LIFESTREAM BEHAVIORAL CENTER, INC. agrees to ensure that all recipients of indigent care for which payment is sought under the criteria of House Bill 1299 are qualified by the provider as medically indigent persons and residents of the district described in the act.

E. LIFESTREAM BEHAVIORAL CENTER, INC. agrees to certify that any indigent care for which payment is requested in whole or part from the District is medically necessary.

F. LIFESTREAM BEHAVIORAL CENTER, INC. agrees to certify, under penalty of perjury, that the eligibility verification procedures adopted by the Board of Trustees have been complied with and that he or she, in good faith, believes that the person is qualified to receive indigent care.

G. LIFESTREAM BEHAVIORAL CENTER, INC. agrees if estimated payments are received from the District, the Hospital shall maintain such funds in a separate accounting of funds and document each eligible indigent care patient account. All direct documentation that is part of the audit record is subject to disclosure under Chapter 119, Florida Statutes.

H. LIFESTREAM BEHAVIORAL CENTER, INC., as a licensed hospital/provider, agrees to comply with the policies and requirements adopted by the North Lake County Hospital District.

I. Provided all obligations of LIFESTREAM BEHAVIORAL CENTER, INC. as described above are met and continue to be met, an amount not to exceed the sum of FOUR HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100THS DOLLARS (\$435,546.00) shall be distributed to LIFESTREAM BEHAVIORAL CENTER, INC. by the North Lake County Hospital District

J. The term of this Agreement shall commence on the 1st day of July, 2012 and shall continue to 30th day of June, 2013.

K. If either party shall breach or fail to perform any requirement or provision of this Agreement, the non-breaching party shall give the breaching party 60 days notice of intent to terminate the Agreement, which notice shall specify the nature of the alleged breach. If the breaching party fails to correct the breach within the 60-day notice period, the non-breaching party may immediately terminate this Agreement at the end of the notice period, or take such actions and pursue such remedies as provided by law, or both. No remaining funds will be paid after termination of this Agreement. If at any time LIFESTREAM BEHAVIORAL CENTER, INC. fails to maintain or meet the obligations outlined in the Agreement, this Agreement shall be considered terminated and any monies paid in error shall be repaid to the North Lake County Hospital District within 60 days of the termination of this Agreement.

L. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party ("Indemnified Party"), its officers,

directors, shareholders, employees, agents and affiliates from and against any and all claims, liability, damages and/or costs (including, without limitation, reasonable attorney's fees and expenses) Indemnified Party may incur as a result of claims in any form by third parties related to or arising out of (a) Indemnifying Party's performance of, or failure to perform, any obligation under this Agreement, or (b) the material untruth of, or Indemnifying Party's failure to observe, any representation given to the Indemnified Party in connection with this Agreement.

M. LIFESTREAM BEHAVIORAL CENTER, INC. agrees that any funds received under this Agreement used other than as set forth in House Bill 1299 will be immediately refunded to the District.

N. All notices, demands, or other writings required to be given or made or sent pursuant to this Agreement, or which may be given or made or sent, by either party, shall be made or sent in writing and addressed as follows:

North Lake Hospital District
% Patricia A. Sykes-Amos, CPA
Greenlee, Kurras, Rice & Brown, CPAs
Post Office Box 8
Mt. Dora, FL 32756
Phone 352-383-6300
psamos@northlakecountyhospitaldistrict.org

Hospital:

LIFESTREAM BEHAVIORAL CENTER, INC.
P.O. Box 491000
Leesburg, FL 34749
Att: Howard Wiener
352-315-7526
hwiener@lsbc.net

O. It is further agreed that no modifications, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and or equal dignity herewith.

P. North Lake County Hospital District and LIFESTREAM BEHAVIORAL CENTER, INC. warrants and represents that they have full power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and no other corporate acts or proceedings on the part of North Lake County Hospital District and LIFESTREAM BEHAVIORAL CENTER, INC. are necessary to authorize this Agreement or to consummate the transactions contemplated hereby and this Agreement constitutes a valid and legally binding obligation of the parties.

Q. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

In Witness Whereof, the parties hereto have made and executed this Agreement effective the date first written above.

Signed, sealed and delivered in our presence:

**NORTH LAKE COUNTY HOSPITAL
DISTRICT**

Sign: *Ken Carpenter*
By: Ken Carpenter
Chairman

Witnesses:

Carol Fisk
Carol Kessinger

STATE OF FLORIDA

COUNTY OF LAKE

Personally appeared before me this 1 day of November, 2012, Ken Carpenter as Chairman of the North Lake County Hospital District, who, being duly sworn on oath, says that he is the Chairman of the North Lake County Hospital District and that he hereby acknowledges the execution of the foregoing Funding Agreement.

Carol Kessinger
Notary Public
My Commission Expires:



Signed, sealed and delivered in our presence:

LIFESTREAM BEHAVIORAL CENTER, INC.

Sign: Jonathan M. Cherry
By: Jonathan M. Cherry
President

Witnesses:

X Howard Wener
Melissa Falton

STATE OF FLORIDA

COUNTY OF LAKE

Personally appeared before me this 13th day of November, 2012, Jonathan M. Cherry as President/CEO of the LIFESTREAM BEHAVIORAL CENTER, INC., who, being duly sworn on oath, says that he is the President/CEO of the Lifestream Behavioral Center, Inc. and that he hereby acknowledges the execution of the foregoing Funding Agreement.

Melissa Falton
Notary Public

My Commission Expires:

(SEAL)

