

COPY

Funding Agreement

This Funding Agreement is made this 30th day of DECEMBER, 2013 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 **COMMUNITY MEDICAL CARE CENTER**, a primary care clinic provider referred to herein as "COMMUNITY MEDICAL CARE CENTER".

Whereas, the North Lake County Hospital District was recreated and the charter was reenacted under House Bill 1299, which is codified at 2012 Florida Laws Ch. 258 as the North Lake County Hospital District Act, and the District was established as an independent special taxing district in the County of Lake, State of Florida; and

Whereas, the Act and 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 Act and 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 primary care clinics physically located in the district that are approved by the board of trustees, if the care does not overlap or duplicate care available through other public health clinics physically located in the district and serving medically indigent residents of the district; and

Whereas, COMMUNITY MEDICAL CARE CENTER is a licensed primary care clinic physically located in the district as more specifically described in the Act and House Bill 1299 and provides care for the indigent; and

Whereas, for the purposes of sovereign immunity pursuant to Section 768.28 (2) Florida Statutes, COMMUNITY MEDICAL CARE CENTER as the primary care clinic physically located in the district the main purpose of which is to provide indigent care and which directly delivers that care for compensation from the District as provided in the Act and House Bill 1299, and any health care provider who volunteers his or her services to the aforementioned primary care clinic to provide indigent care without receiving personal financial compensation, shall be conclusively deemed to be acting as an instrumentality of the State; and

Whereas, the North Lake County Hospital District has accepted the request of the COMMUNITY MEDICAL CARE CENTER for the allocation of funds, approved COMMUNITY MEDICAL CARE CENTER as a primary care clinic 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 COMMUNITY MEDICAL CARE CENTER 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. COMMUNITY MEDICAL CARE CENTER 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 Act and House Bill 1299 and to provide transparency and accountability.

COMMUNITY MEDICAL CARE CENTER 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 the Act and 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 COMMUNITY MEDICAL CARE CENTER 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. COMMUNITY MEDICAL CARE CENTER agrees to ensure that all recipients of indigent care for which payment is sought under the criteria of the Act and House Bill 1299 are qualified by the provider as medically indigent persons and residents of the district described in the act.

E. COMMUNITY MEDICAL CARE CENTER agrees to certify that any indigent care for which payment is requested in whole or part from the District is medically necessary.

F. COMMUNITY MEDICAL CARE CENTER 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. COMMUNITY MEDICAL CARE CENTER agrees if estimated payments are received from the District, the clinic 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. COMMUNITY MEDICAL CARE CENTER as a primary care clinic provider agrees to comply with the policies and requirements adopted by the North Lake County Hospital District.

I. Provided all obligations of COMMUNITY MEDICAL CARE CENTER as described above are met and continue to be met, payment shall be distributed to the COMMUNITY MEDICAL CARE CENTER, not to exceed the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100THS DOLLARS (\$160,000.00) under this Agreement by the North Lake County Hospital District.

J. The term of this Agreement shall commence on the 1st day of July, 2013 and shall continue to 30th day of June, 2014.

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 COMMUNITY MEDICAL CARE CENTER 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. COMMUNITY MEDICAL CARE CENTER agrees that any funds received under this Agreement used other than as set forth in the Act and 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

Primary care clinic:

COMMUNITY MEDICAL CARE CENTER
1210 West Main Street
Leesburg, FL 34748
Att: Samuel Smith, Director
samuelsmith@thecmcc.org

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 Community Medical Care Center warrant and represent 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 Community Medical Care Center 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: Catherine C. Hanson
By: CATHERINE C. HANSON
Chairperson

Witnesses:

Shirley D. Staud

Christa Goldberg

STATE OF FLORIDA

COUNTY OF LAKE

Personally appeared before me this 3 day of Jan, 2014, CATHERINE C. HANSON as Chairperson of the North Lake County Hospital District, who, being duly sworn on oath, says that she is the Chairperson of the North Lake County

Hospital District and that she hereby acknowledges the execution of the foregoing Funding Agreement.

Christine Goldberg n/12/15
Notary Public

My Commission Expires:
(SEAL)



Signed, sealed and delivered in our presence:

COMMUNITY MEDICAL CARE CENTER

Sign: [Signature]
By: _____
President

Witnesses:

Dany S Blanchard
Paula Anderson

STATE OF FLORIDA
COUNTY OF LAKE

Personally appeared before me this 30th day of DECEMBER, 2013, ART AYRIS as _____ of the COMMUNITY MEDICAL CARE CENTER who, being duly sworn on oath, says that HE is the INT. EXECUTIVE DIRECTOR of the COMMUNITY MEDICAL CARE CTR and that HE hereby acknowledges the execution of the foregoing Funding Agreement.

Karen A Gardiner
Notary Public

My Commission Expires:
(SEAL)

