RECONVENE
(from November 18, 2010)
FULL BOARD OF DIRECTORS MEETING

Thursday, December 2, 2010
Follows Board Planning Workshop

Gulf Coast Medical Center
(Community Room)
13681 Doctor’s Way
Ft. Myers, FL 33912
LEE MEMORIAL HEALTH SYSTEM BOARD OF DIRECTORS

RECONVENED
BOARD OF DIRECTORS MEETING
(From November 18, 2010)

Thursday, December 2, 2010 *
Gulf Coast Medical Center - Community Room

AGENDA

1. **CALL TO ORDER** *Following Board Planning Workshop*  
   (Richard Akin, Board Chairman)

LEE MEMORIAL HEALTH SYSTEM BOARD OF DIRECTORS, sitting as the Lee Memorial Health System (LMHS) Board of Directors for Gulf Coast Medical Center & Lee Memorial Hospital/HealthPark Medical Center and the Board of Directors of its subsidiary corporations: Cape Memorial Hospital, Inc. doing business as Cape Coral Hospital; Lee Memorial Medical Management, Inc.; Lee Memorial Home Health, Inc.; and HealthPark Care Center, Inc.

2. **Public Input - Agenda Items:** Any Public input is limited to three minutes and a “Request to Address the Board of Directors” card must be completed and submitted to the Board Administrator prior to meeting.

3. LMHS Strategic Initiatives, 2011 System Goals and Vision Statement  
   (Kevin Newingham, Vice President Strategic Services) *(Approval)*

4. Consent Agenda Items TABLED FROM 11/18/10 *(Approval)*  
   (Jim Humphrey, Board Counsel/Fowler & White)
   A. LeeSar Regional Service Center

5. Community Representative–Advisory Appointments *(Approval)*  
   (Richard Akin, Board Chairman & Jim Nathan, CEO/President)

6. Other Items

7. **Date of the next LEE MEMORIAL HEALTH SYSTEM BOARD MEETING**  
   Tuesday, January 4, 2011 Lee Memorial Hospital-Boardroom  
   4:00 p.m* Annual Organizational Business Meeting  
   *(Lee County Trauma Services District Meeting held concurrently)*

8. **ADJOURN** (Richard Akin, Board Chairman)
PUBLIC INPUT –
AGENDA ITEMS:

Any public input pertaining to items on the Agenda is limited to three minutes and a “Request to Address the Board of Directors” card must be completed and submitted to the Board Administrator prior to meeting.

Refer to Board Policy: 10:15E: Public Addressing the Board

Non-Agenda Item:
Individuals wishing to address the Board on an item NOT on the Agenda, the Board office must be notified of subject matter at least seven (7) days prior to the meeting to allow staff time to prepare and to insure the matter is within the jurisdiction of the Board.
DATE: December 2, 2010                      LEGAL SERVICE REVIEW? YES__ NO_X_

SUBJECT: LMHS Strategic Initiatives, 2011 System Goals and Vision Statement

REQUESTOR & TITLE: Kevin Newingham, Vice President Strategic Services

PREVIOUS BOARD ACTION ON THIS ITEM (IF ANY)
(justification and/or background for recommendations – internal groups which support the recommendation i.e. SLC, Operating Councils, PMTs, etc.)

There was no previous Board action on these issues. The recommendations are supported by the System Planning Group, System Leadership Council, numerous members of administration and medical staff.

SPECIFIC PROPOSED MOTION:
Approval of the recommended five year strategic initiatives, 2011 system goals and vision statement modifications.

PROS TO RECOMMENDATION
The Strategic initiatives and vision statement modifications incorporate recommendations from the planning retreat attended by physicians, administration and the LMHS Board planning liaison. The recommended strategic initiatives represent a comprehensive system wide strategic plan that will position LMHS for the future.

CONS TO RECOMMENDATION
None

LIST AND EXPLAIN ALTERNATIVES CONSIDERED
The planning retreat held September 24-25, 2010, provided a forum to identify strategic gaps and debate potential strategies.

FINANCIAL IMPLICATIONS                Budgeted ____ Non-Budgeted ____
(including cash flow statement, projected cash flow, balance sheet and income statement)

Implementation of the strategic plan carries future financial implications many of which have yet to be determined; however this plan also focuses on assuring the financial viability to achieve the plan.

OPERATIONAL IMPLICATIONS
(including FTEs, facility needs, etc.)
The recommendation focuses on improving operational efficiency

SUMMARY
The proposed Strategic initiatives are the result of a collaborative planning effort that included several members of the physician community. The Strategic initiatives incorporate ongoing strategies and address strategic gaps that were identified during the planning process. The plan provides strategic direction for the system moving forward. The FY 2011 goals provide a means to measure our success at implementing the strategic plan. The recommended modifications to the vision statement incorporate input from the retreat and places focus on the need for collaboration.
CONSENT AGENDA ITEMS TABLED FROM 11/18/10
December 2, 2010

16(a) Items tabled to Reconvened Dec 2, 2010 Meeting:
Board Consent to LeeSar’s construction of a Regional Service Center to include cook/chill and central sterilization components. Components will be for the exclusive benefit and financial responsibility of Lee Memorial Health System. This Consent is with the understanding the “Loan” financing will not exceed $30 million and total cost of project not to exceed $39 million.

16(b) Items tabled to Reconvened Dec 2, 2010 Meeting:
Approval of two service agreements for cook/chill and central sterilization which have been prepared in draft with final documents coming to the Full Board. The agreements will be modified to address the capital expenditures being made by Lee Memorial Health System (LMHS) and confirming LMHS’s equitable (beneficial) interest in the real property improvements together with the responsibility for the financing cost.
**TABLED FROM NOV 18, 2010 to RECONVENE DEC 2, 2010 MEETING**

**DATE:** *November 11, 2010*  
**LEGAL SERVICE REVIEW?**  YES_X_  NO__

**SUBJECT:** LeeSar/CSF Project & Financing

**REQUESTOR & TITLE:** Mike German, Chief Financial Officer

**PREVIOUS BOARD ACTION ON THIS ITEM (IF ANY)**

During the January 2008 and May 2009 meetings, the Board approved the expansion of LeeSar to include a centralized sterilization and centralized food preparation (Cook/Chill) area. The sale of the property on Winkler avenue to LeeSar was approved during the May 2008 Board meeting.

LeeSar is planning to construct a 205,000 square foot Regional Service Center on the 23 acres which was the former site of Southwest Florida Regional Medical Center. This service center will provide medical/surgical supply distribution; pharmaceutical repackaging; instrument sterilization; food preparation; centralized purchasing; contract management & negotiations (CSF); and Administrative offices.

Financing will consist of a 17 year bond in an amount not to exceed $27 million that will be issued to LeeSar by the Lee County Industrial Development Authority with Fifth Third Bank as the bondholder. The interest rate will be based on the 1-month LIBOR rate plus 285 basis points. A 7-year fixed rate swap will be executed which effectively converts the variable interest rate to fixed. Fifth Third Bank has the right to tender the bonds on the first business day that is 7-years from the commencement of the bond term.

**SPECIFIC PROPOSED MOTION:**

To approve the construction of a regional service center that will be owned/operated by LeeSar along with the necessary financing.

<table>
<thead>
<tr>
<th>PROS TO RECOMMENDATION</th>
<th>CONS TO RECOMMENDATION</th>
</tr>
</thead>
</table>

**LIST AND EXPLAIN ALTERNATIVES CONSIDERED**

**FINANCIAL IMPLICATIONS**  
Budgeted _XX_  Non-Budgeted ____  
(including cash flow statement, projected cash flow, balance sheet and income statement)

**OPERATIONAL IMPLICATIONS**  
(including FTEs, facility needs, etc.)

**SUMMARY**

LeeSar provides supply chain management services to LMHS, Sarasota Memorial Hospital and Central Florida Health Alliance. Along with expanding services, the distribution volume has grown substantially which requires a larger facility. The construction of a new service center and the issuance of bond financing should create a facility in which LeeSar can continue to meet the needs of its owners for many years.
LeeSar Proposed New Central Services Building
LeeSar Proposed New Central Services Building

LeeSar Regional Service Center Project Description

LeeSar, a non-profit organization located in Lee County wishes to construct a (205K) two hundred and five thousand square ft. Regional Service Center on (23) twenty-three acres located at 2727 Winkler Avenue Fort Myers, Florida 33916.

The functions that will operate within said facility will include; Medical Supplies Distribution, Pharmaceutical Repackaging, Surgical Instrument Sterilization, Food Preparation (Cook & Chill), Centralized Purchasing, Contract Management & Negotiations and Administration.

The facility functions (24) twenty-four hours a day (7) seven days a week. The LeeSar/CSF Regional Service Center facility will service hospitals and other healthcare providers throughout Southwest Florida and Alabama to include; Lee Memorial Health System, Sarasota Memorial Healthcare System, Central Florida Health Alliance in Leesburg, Florida and Huntsville Hospital in Huntsville, Alabama.
## Estimating Building and Equipment Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Construction Costs</td>
<td>$24,747,018</td>
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<tr>
<td>Land</td>
<td>$4,485,000</td>
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<tr>
<td>Architect</td>
<td>$1,043,500</td>
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<tr>
<td>Capitalized Interest &amp; Financing costs</td>
<td>$2,460,000</td>
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<tr>
<td>Sterilization Equipment &amp; Software</td>
<td>$2,350,000</td>
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<tr>
<td>Cook Chill Equipment</td>
<td>$1,800,000</td>
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<tr>
<td>Distribution Furniture &amp; Equipment</td>
<td>$1,150,000</td>
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<tr>
<td>Moving Costs</td>
<td>$500,000</td>
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<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$38,535,518</strong></td>
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</table>
## Building Components - Estimated Sq. Ft. and Cost Allocation

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<thead>
<tr>
<th>Component</th>
<th>Sq. Ft.</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Distribution Center</td>
<td>79,645</td>
<td>$12,709,997</td>
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<tr>
<td>Administate Offices</td>
<td>28,702</td>
<td>$4,580,355</td>
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<tr>
<td>Pharmaceutical Repack</td>
<td>2,500</td>
<td>$398,958</td>
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<tr>
<td>Cook Chill</td>
<td>46,890</td>
<td>$11,219,189</td>
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<tr>
<td>Central Sterile Process</td>
<td>46,890</td>
<td>$9,627,019</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>204,627</strong></td>
<td><strong>$38,535,518</strong></td>
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</table>
LeeSar Proposed New Central Services Building
Building Funding

• Fifth Third Bank Tax Exempt Bond Private Placement  $27,000,000

• Funding Est. From Current Operational Cash Flows  $11,535,518
LeeSar Proposed New Central Services Building

Fifth Third Bank Private Placement Funding

• $27,000,000 Tax Exempt Bonds Issued By Lee County IDA
• Bonds Privately Placed With Fifth Third Bank
• 17 Year Bonds—2 Years Construction then a 15 Year Term Amortized Over 20 Years
• Year 7 Put Option - If put is executed by Fifth Third at 7 years and LeeSar is unable to refinance the potential exposure by Hospital-Owners to pay debt based upon ownership:
  • LMHS - $19,396,902
    (100% Cook Chill, 100% Central Sterile, 44.445% Distribution Center)
  • SMHS - $ 2,249,734 (44.445% Distribution Center)
  • CFHA - $ 562,370 (11.11% Distribution Center)
Fifth Third Bank Private Placement Funding Continued

• Fixed Rate Interest Swap
  • 2 year forward starting
  • No Collateral Posting Required
  • LIBOR Based
  • All-in Effective Rate of 3.8425% (as of 10/19/2010)
  • Terminating 12/31/2017
Fifth Third Bank Private Placement Funding continued

• Collateral
  
  • No Owner Hospital Guarantees Required
  
  • 17 Year Ground Lease Between LeeSar & IDA assignable to Fifth Third Bank
  
  • LeeSar to provide a negative pledge so as not to encumber or create a lien of assets
  
  • Gross Revenue (LMHS and SMHCS DC Contracts) Pledge
    
    • LMHS and SMHCS to extend DC contracts for life of loan.
    • LMHS to execute Cook Chill Service Contract
    • LMHS to execute Central Sterile Service Contract
LeeSar Proposed New Central Services Building

Consolidated Financial Statement Assumptions

• Interest Rate of 4%

• Loan Principal of $27,000,000 – 100% draw upon execution

• Building Depreciation – Straight Line – 30 years

• Average useful life of equipment - 9 years

• Cook Chill and Central Sterilization operational data provided by Consultants (Clevenger Frable LaVallee, Inc. and Euthenics respectively)

• Project Costs and Allocations based upon Cumming Cost Report (Independent 3\textsuperscript{rd} Party Cost Estimator)
<table>
<thead>
<tr>
<th></th>
<th>FY 11</th>
<th>FY 12</th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>FY 16</th>
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<td><strong>TOTAL SALES</strong></td>
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<td><strong>COST OF GOODS SOLD</strong></td>
<td>148,707,293</td>
<td>156,142,658</td>
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<td>169,023,971</td>
<td>174,118,489</td>
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<td><strong>GROSS PROFIT</strong></td>
<td>$14,183,925</td>
<td>$14,893,121</td>
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<td><strong>OTHER OPERATING REVENUE</strong></td>
<td>16,025</td>
<td>21,716</td>
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<td>23,730</td>
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<td><strong>TOTAL OPERATING REVENUE</strong></td>
<td>$14,199,950</td>
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<td>$23,530,874</td>
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<td><strong>OPERATING EXPENSES</strong></td>
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<td>SALARIES/WAGES</td>
<td>$5,202,651</td>
<td>$5,462,784</td>
<td>$8,891,409</td>
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<td>BENEFITS</td>
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<td>OTHER SUPPLIES</td>
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<td>OTHER SERVICES</td>
<td>1,939,596</td>
<td>2,536,576</td>
<td>2,741,504</td>
<td>2,819,882</td>
<td>2,933,377</td>
<td>3,017,475</td>
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<tr>
<td>PURCHASED SERVICES</td>
<td>620,892</td>
<td>651,937</td>
<td>753,895</td>
<td>776,512</td>
<td>799,807</td>
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<td>DEPRECIATION/AMORTIZATION</td>
<td>786,013</td>
<td>825,314</td>
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<td><strong>GAIN (LOSS) FROM OPERATIONS</strong></td>
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<td>INTEREST INCOME</td>
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<td><strong>NET PROFIT (LOSS)</strong></td>
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<td>$2,963,027</td>
<td>$3,066,867</td>
<td>$3,248,554</td>
<td>$3,390,650</td>
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</table>
COOK/CHILL SERVICES AGREEMENT

This Agreement (this “Agreement”) is made effective as of December ___, 2010 (the “Effective Date”), by LeeSar, Inc., a Florida not for profit corporation (“LeeSar”), and Lee Memorial Health System, a Florida independent special district (“LMHS”).

ARTICLE 1: RECITALS

1.1 LMHS desires to consolidate its operations and reduce its costs associated with cook/chill food services.

1.2 LeeSar desires to provide such services to LMHS and LMHS wishes to engage LeeSar to provide such services at LeeSar’s to-be-built Winkler Avenue facility (the “New Facility”) located at 2727 Winkler Avenue, which New Facility will include, without limitation, a broad line centralized food production kitchen designed for preparing foods in bulk and pre-packaged format.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 2: COOK/CHILL SERVICES

2.1 General. LMHS hereby engages LeeSar and LeeSar agrees to such engagement to provide LMHS with such cook/chill services and products at the New Facility as shall be reasonably directed by LMHS from time to time (the “Services”), including, without limitation, preparing foods in a bulk and pre-packaged format to supply the employees, patients, and guests of LMHS, its subsidiaries, and approved partners. At a minimum, LeeSar shall provide the Services listed on Exhibit A, unless otherwise directed by LMHS. LeeSar understands and agrees that LMHS has the ability to direct the Services to be reduced to whatever level LMHS desires at any time (but this will not relieve LMHS of its obligations to pay remaining Operational Costs after such reduction).

2.2 Exclusivity and Prior Notice. LMHS shall use best efforts to drive its cook/chill needs through LeeSar, and LeeSar shall be LMHS’s preferred source for the Services. Additionally, each party agrees not to enter into any agreement with any other entity related to cook/chill type services without first discussing such activities with the other party.

2.3 Warranty. LeeSar warrants and agrees that the Services will be performed in a prompt, courteous, high quality manner that meets or exceeds industry standards. Furthermore, the Services will be safe, effective, and in accordance with applicable federal and state laws and regulations and the NIAHO accreditation standards for contracted services. Finished products will be prepared and handled in a manner that is compliant with Florida Administrative Code 64E-11, as amended. LeeSar acknowledges the importance of the Services to LMHS and shall diligently pursue full compliance with meeting its obligations herein to provide the Services.

ARTICLE 3: RESPONSIBILITY FOR COSTS; PAYMENT; EQUITY ACCOUNT; AND DISASTER PLAN

3.1 Responsibility for Operational Costs. LMHS shall be fully responsible for any and all operational costs associated with providing the Services including, without limitation, the cost of personnel, supplies, utilities, maintenance, insurance, and security of the cook/chill portion of the New Facility (collectively, the “Operational Costs”).
3.2 Payment. LeeSar shall provide LMHS each year with a 12-month projection of Operational Costs, which may be reasonably adjusted from time to time by the parties. LMHS shall pay to LeeSar by the 5th day of each month 1/12 of such projected Operational Costs. Within 15 days of the end of each 12 month period, LMHS shall also pay a true-up payment (or receive a credit) reflecting the difference between the actual Operational Costs and the projected Operational Costs for such 12 month period (the “Annual True-Up”). Additionally, within 15 days of written request by LeeSar, LMHS shall also pay an interim true-up payment reflecting the difference between the actual Operational Costs and the projected Operational Costs for such interim period (the “Interim True-Up”) if such difference exceeds $100,000. Any late amounts shall accrue interest at the lower of 10% or the highest rate permitted by applicable law.

3.3 Disaster Plan. Prior to the start of the Services, LMHS and LeeSar shall develop mutually acceptable contingency plans and procedures to be used in the case of any extraordinary circumstances or events that might otherwise disrupt the timely delivery of the Services to LMHS.

ARTICLE 4: TERM AND TERMINATION

4.1 Term. Unless earlier terminated, this Agreement shall be for a term of 5 year(s), beginning on the Effective Date. This Agreement shall renew automatically for successive 1 year terms, unless LMHS provides notice of non-renewal at least 180 days prior to the end of the then current term. Notwithstanding the foregoing, this Agreement shall not terminate until the expiration of the Ground Lease between LeeSar and the Lee County Industrial Development Authority dated as of December ____, 2010.

4.2 Termination by Notice. [Intentionally deleted].

4.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 180 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

4.4 Payment by LMHS upon Termination. If either party terminates this Agreement for any reason, LMHS shall pay (or continue to pay) to LeeSar all remaining Operational Costs of the Services, which are not anticipated to include personnel and supplies. This provision shall survive termination of this Agreement.

ARTICLE 5: STANDARD PROVISIONS

5.1 Independent Contractor. Each party shall be regarded as an independent contractor for all purposes.

5.2 Remedies. In the event of a breach of this Agreement by either party, the parties acknowledge that the injury to the other party would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.
5.3 **Force Majeure.** Subject to the disaster contingency plans prepared pursuant to this Agreement, LeeSar shall be excused for its failure to comply with any obligations under this Agreement if caused by circumstances beyond its reasonable control including, without limitation, war, riot, civil commotion, catastrophe, act of God, manufacturer’s inability or refusal to meet demand, and delays of suppliers or carriers (relating solely to the transport of Supplies from manufacturers or other sellers to LeeSar).

5.4 **Medicare Cost Certification.** To the extent applicable, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, LeeSar shall make available this Agreement, and the books, documents, and records (collectively, the “Records”) of LeeSar that are necessary to certify the nature and extent of costs incurred by LMHS. The Records shall be available until the expiration of four years after the furnishing of items or services under this Agreement, unless otherwise required by law. LeeSar shall have a similar provision in all subcontracts, if any, for providing services under this Agreement.

5.5 **Avoidance of Violations; Modification.** Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

5.6 **Fair Market Value Remuneration; Anti-kickback.** Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. Notwithstanding any provision of this Agreement, no remuneration exchanged between the parties shall be determined in a manner that improperly takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

5.7 **Referrals.** Except as provided in this Agreement, nothing contained herein requires the referral of any patients or business between the parties.

5.8 **Confidentiality.** Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement. This provision shall survive the termination of this Agreement.

5.9 **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to LMHS, to:

Lee Memorial Health LMHS
2780 Cleveland Avenue
Ft. Myers, Florida 33901
Attention: CEO
5.10 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

5.11 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by LeeSar to an entity controlling, controlled by, or under common control with LeeSar, without LMHS’s consent.

5.12 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

5.13 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

5.14 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.
5.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

5.16 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

5.17 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

5.18 Prevailing Party Entitled to Attorneys' Fees and Costs. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys’ fees, whether from the initial request for redress or through trial, appeal, and collection.

5.19 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

5.20 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twentieth Judicial Circuit in and for Lee County, Florida, or in the United States District Court for the Middle District of Florida.

5.21 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the Effective Date.

LeeSar, Inc.

By: ________________________________
Name: Robert Simpson
Title: President

Lee Memorial Health LMHS

By: ________________________________
Name: ________________________________
Title: ________________________________
Exhibit A
Minimum Services

Subject to the reasonable request of LMHS and the reasonable capacity and capabilities of LeeSar to supply such products or items at the New Facility, the minimum list of products and services provided in the most cost effective and food safe manner will include, but are not limited to:

**Product List**

**Baked goods**
- Whole Cakes, pies, torts, pastries
- Puddings, cobblers, cheesecakes, gelatin, cookies, brownies
- Breads products

**Entrees**
- Proteins – beef, pork, poultry, vegetarian
- Pasta products
- Vegetarian products
- Prepared starches

**Vegetables / Processed Produce**
- Bulk salad mix, processed produce, vegetable mixes

**Pre-Packaged or Ready to Eat products**
- Pre-portioned salads, sandwiches, fruit
- Meat salads, pasta salads

**Floor Stock**
- Preparation and delivery of unit based floor stock

**Services**

LeeSar shall provide for the provision of all catering and retail food service needs required by LMHS.

**Quality Control**

Company’s performance under the Agreement shall be measured against the following criteria:

Quality control will be managed by the Quality Control Manager for the Lee Memorial Health System, who shall monitor LeeSar’s performance with respect to the following:

**Vendor selection** – shall verify that vendors have sufficient ability to supply wholesome food in a food safe manner and are approved for use by department management.

**Raw goods** – shall monitor raw materials to confirm that they comply with the minimum product specifications as defined by the recipe.

**Process control** – shall verify that inspection and analysis of foods are completed in compliance with the agreed specification as outlined in the facilities approved Hazardous Analysis and Critical Control Point (HACCP) program for safe food handling.

**Finished Goods** – shall verify that the finished product is compliant with approved specifications, and that compliance is verified by visual, and random review processes. They shall ensure that foods defined by legislation are verified to meet:

I. Microbiological and chemical limits for appropriate pathogen control and shelf life

II. Labeling and packaging requirements are compliant with law
Client / Customer – shall monitor routine surveys of end users input as it relates to product quality, value and acceptability.
CENTRAL STERILIZATION SERVICES AGREEMENT

This Agreement (this “Agreement”) is made effective as of December ___, 2010 (the “Effective Date”), by LeeSar, Inc., a Florida not for profit corporation (“LeeSar”), and Lee Memorial Health System, a Florida independent special district (“LMHS”).

ARTICLE 1: RECITALS

1.1 LMHS desires to consolidate its operations and reduce its costs associated with sterilizing reusable medical equipment.

1.2 LeeSar desires to provide such services to LMHS and LMHS wishes to engage LeeSar to provide such services at LeeSar’s to-be-built Winkler Avenue facility (the “New Facility”) located at 2727 Winkler Avenue, which New Facility will include, without limitation, sufficient facilities to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 2: CENTRAL STERILIZATION SERVICES

2.1 General. LMHS hereby engages LeeSar and LeeSar agrees to such engagement to provide LMHS with such central sterilization services and products at the New Facility as shall be reasonably directed by LMHS from time to time (the “Services”), including, without limitation, sterilizing reusable medical equipment for LMHS, its subsidiaries, and approved partners. At a minimum, LeeSar shall provide the Services listed on Exhibit A, unless otherwise directed by LMHS. LeeSar understands and agrees that LMHS has the ability to direct the Services to be reduced to whatever level LMHS desires at any time (but this will not relieve LMHS of its obligations to pay remaining Operational Costs after such reduction).

2.2 Exclusivity and Prior Notice. LMHS shall use best efforts to drive its central sterilization needs through LeeSar, and LeeSar shall be LMHS’s preferred source for the Services. Additionally, each party agrees not to enter into any agreement with any other entity related to central sterilization type services without first discussing such activities with the other party.

2.3 Warranty. LeeSar warrants and agrees that the Services will be performed in a prompt, courteous, high quality manner that meets or exceeds industry standards. Furthermore, the Services will be safe, effective, and in accordance with applicable federal and state laws and regulations and the NIAHO accreditation standards for contracted services. Finished products will be prepared and handled in a manner that is compliant with applicable Florida Administrative Code provisions, as amended. LeeSar acknowledges the importance of the Services to LMHS and shall diligently pursue full compliance with meeting its obligations herein to provide the Services.

ARTICLE 3: RESPONSIBILITY FOR COSTS; PAYMENT; EQUITY ACCOUNT; AND DISASTER PLAN

3.1 Responsibility for Operational Costs. LMHS shall be fully responsible for any and all operational costs associated with providing the Services including, without limitation, the cost of personnel, supplies, utilities, maintenance, insurance, and security.
3.2 Payment. LeeSar shall provide LMHS each year with a 12-month projection of Operational Costs, which may be reasonably adjusted from time to time by the parties. LMHS shall pay to LeeSar by the 5th day of each month 1/12 of such projected Operational Costs. Within 15 days of the end of each 12 month period, LMHS shall also pay a true-up payment (or receive a credit) reflecting the difference between the actual Operational Costs and the projected Operational Costs for such 12 month period (the “Annual True-Up”). Additionally, within 15 days of written request by LeeSar, LMHS shall also pay an interim true-up payment reflecting the difference between the actual Operational Costs and the projected Operational Costs for such interim period (the “Interim True-Up”) if such difference exceeds $100,000. Any late amounts shall accrue interest at the lower of 10% or the highest rate permitted by applicable law.

3.3 Disaster Plan. Prior to the start of the Services, LMHS and LeeSar shall develop mutually acceptable contingency plans and procedures to be used in the case of any extraordinary circumstances or events that might otherwise disrupt the timely delivery of the Services to LMHS.

ARTICLE 4: TERM AND TERMINATION

4.1 Term. Unless earlier terminated, this Agreement shall be for a term of 5 year(s), beginning on the Effective Date. This Agreement shall renew automatically for successive 1 year terms, unless LMHS provides notice of non-renewal at least 180 days prior to the end of the then current term. Notwithstanding the foregoing, this Agreement shall not terminate until the expiration of the Ground Lease between LeeSar and the Lee County Industrial Development Authority dated as of December ____, 2010.

4.2 Termination by Notice. [Intentionally deleted].

4.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 180 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

4.4 Payment by LMHS upon Termination. If either party terminates this Agreement for any reason, LMHS shall pay (or continue to pay) to LeeSar all remaining Operational Costs of the Services, which are not anticipated to include personnel and supplies. This provision shall survive termination of this Agreement.

ARTICLE 5: STANDARD PROVISIONS

5.1 Independent Contractor. Each party shall be regarded as an independent contractor for all purposes.

5.2 Remedies. In the event of a breach of this Agreement by either party, the parties acknowledge that the injury to the other party would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.
5.3 Force Majeure. Subject to the disaster contingency plans prepared pursuant to this Agreement, LeeSar shall be excused for its failure to comply with any obligations under this Agreement if caused by circumstances beyond its reasonable control including, without limitation, war, riot, civil commotion, catastrophe, act of God, manufacturer’s inability or refusal to meet demand, and delays of suppliers or carriers (relating solely to the transport of Supplies from manufacturers or other sellers to LeeSar).

5.4 Medicare Cost Certification. To the extent applicable, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, LeeSar shall make available this Agreement, and the books, documents, and records (collectively, the “Records”) of LeeSar that are necessary to certify the nature and extent of costs incurred by LMHS. The Records shall be available until the expiration of four years after the furnishing of items or services under this Agreement, unless otherwise required by law. LeeSar shall have a similar provision in all subcontracts, if any, for providing services under this Agreement.

5.5 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

5.6 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. Notwithstanding any provision of this Agreement, no remuneration exchanged between the parties shall be determined in a manner that improperly takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

5.7 Referrals. Except as provided in this Agreement, nothing contained herein requires the referral of any patients or business between the parties.

5.8 Confidentiality. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement. This provision shall survive the termination of this Agreement.

5.9 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to LMHS, to:

Lee Memorial Health System
2780 Cleveland Avenue
Ft. Myers, Florida 33901
Attention: CEO

with a copy to:

Lee Memorial Health System
Legal Services
2780 Cleveland Avenue
Ft. Myers, Florida 33901
Attention: Mary McGillicuddy

If to LeeSar, to:

LeeSar, Inc.
401 Leonard Boulevard North
Lehigh Acres, Florida 33971
Attention: President & CEO

with a copy to:

J. Hugh Middlebrooks
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

5.10 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

5.11 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by LeeSar to an entity controlling, controlled by, or under common control with LeeSar, without LMHS’s consent.

5.12 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

5.13 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

5.14 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.
5.15 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

5.16 **Captions.** The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

5.17 **Interpretation.** Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

5.18 **Prevailing Party Entitled to Attorneys’ Fees and Costs.** With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.

5.19 **Waiver of Compliance.** Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

5.20 **Applicable Law and Courts.** This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twentieth Judicial Circuit in and for Lee County, Florida, or in the United States District Court for the Middle District of Florida.

5.21 **Cooperation.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed on the Effective Date.

LeeSar, Inc.

By: __________________________
Name: Robert Simpson
Title: President

Lee Memorial Health System

By: __________________________
Name: _________________________
Title: _________________________
Exhibit A
Minimum Services

Subject to the reasonable request of LMHS and the reasonable capacity and capabilities of LeeSar to supply such products or items at the New Facility, the minimum list of products and services will include, but are not limited to:

- Casecart pickup of used instruments
- Sorting of reposable supplies
- Inspection of instrumentation
- Maintenance of instrumentation
- Tray assembly
- Sterile processing of instrumentation
- Picking of cases
- Casecart delivery with instruments and soft goods
- Standardization of process

LeeSar’s performance under the Agreement shall be measured against the following criteria:

- Timeliness of deliveries
- Timeliness of pickup
- Completeness of case carts
- Instrument trays complete
- Instruments maintained and cleaned in thorough and effective manner (i.e. damaged instruments repaired/replaced /no instruments returned with residual debris )

- Reduction of the following costs:
  - Instrument repair cost
  - Instrument replacement cost
  - Standardization of trays
  - Reduction in new instrument purchase based on standardization and efficiency/effectiveness of services
  - Reduction in labor costs
  - Timeliness of response and resolution by Off-Site team to Facility concerns or issues
DISTRIBUTION SERVICES AGREEMENT

This Agreement (this “Agreement”) is made effective as of September 1, 2010 (the “Effective Date”), by LeeSar, Inc., a Florida not for profit corporation (“LeeSar”), and Lee Memorial Health System (“Customer”).

ARTICLE 1: RECITALS

1.1 Customer desires to eliminate or reduce its warehousing and handling of certain medical, surgical, and other supplies used by Customer.

1.2 LeeSar desires to provide such services to Customer and Customer wishes to engage LeeSar to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 2: DISTRIBUTION SERVICES

2.1 General. Customer hereby engages LeeSar and LeeSar agrees to such engagement to provide Customer with certain medical, surgical, and other supplies listed in LeeSar’s Catalogue (the “Supplies”), as designated by the parties from time to time.

2.2 Exclusivity and Prior Notice. Customer shall use best efforts to drive its distribution needs through LeeSar, and LeeSar shall be Customer’s preferred source for the Supplies. Additionally, Customer agrees not to enter into any agreement with any other entity for the purpose of supplying Customer with medical or surgical supplies with a custom distribution program without first discussing such activities with LeeSar.

2.3 Manufacturers. Customer agrees to make reasonable efforts to select Supplies from those manufacturers with which LeeSar otherwise conducts business provided such Supplies are reasonably acceptable to Customer.

2.4 Care and Storage; Insurance. In the event LeeSar is warehousing Customer-owned Supplies for later redistribution, LeeSar shall be solely responsible for the proper care and storage of such Supplies while in LeeSar’s possession. Insurance for such products shall be at LeeSar’s sole expense.

2.5 Warranty. LeeSar warrants and agrees that immediately prior to each sale of Supplies to Customer it shall have good title to such Supplies, free from any lien or encumbrance unless otherwise specified.

ARTICLE 3: PRICING AND PAYMENT

3.1 Pricing Methodology. The pricing of the Supplies shall be LeeSar’s then current Catalogue Price plus 6.5%.

3.2 Payment. Payment terms are Net 30 from date of LeeSar’s invoice. Any late amounts shall accrue interest at the lower of 18% or the highest rate permitted by applicable law.
ARTICLE 4: ORDERING AND DELIVERY

4.1 Generally. LeeSar agrees to purchase, warehouse, and deliver to Customer, Supplies in such quantities as Customer shall reasonably request in accordance with this Agreement. However, LeeSar shall not be obligated to deliver Supplies in units of measure that might adversely affect the sterility, usability, or cleanliness of the Supplies or impose unreasonable handling or packaging costs on LeeSar.

4.2 Ordering. Customer shall utilize a mutually agreeable automated order entry system for all ordered Supplies. Any expenses to the Customer to transmit orders electronically to LeeSar will be borne by Customer. Any expenses to LeeSar to receive the orders electronically from Customer will be borne by the LeeSar. Each order must contain Customer’s cost center, expense code, item number, and quantity ordered and be designated as a Supply Order or a Stat Order.

4.3 Delivery. Unless otherwise agreed by the parties, all Supplies shall be delivered F.O.B. Customer. However, if Customer requires Stat Orders that necessitate premium shipping costs (i.e. air freight, next day delivery, etc.) these added shipping costs will be passed on to Customer. Orders shall be delivered according to the following schedule:

(a) Stat Orders. Stat Orders are not available beyond 100 miles from the LeeSar facility. However Stat Orders being shipped beyond 100 miles will be prioritized and placed on the next scheduled delivery to said location. If for some reason the customer requires an immediate STAT delivery LeeSar will make every effort to ship the needed item by courier and charge the customer the cost of transportation.

(b) Supply Order. Supply orders shall be delivered by LeeSar pursuant to a schedule reasonably agreed upon by the parties.

(c) Stocking. Unless otherwise agreed to in writing by the parties, supplies ordered by Customer and held by LeeSar at its distribution facility for more than ninety (90) days will be returned to the manufacturer of each item, and customer shall pay LeeSar the “restocking” fee charged to it by the manufacturer. Should a manufacturer refuse to take back an item from LeeSar, or have a policy of not accepting returned items, Customer shall be charged for such item on the first invoice sent to it by LeeSar after the expiration of the above referenced ninety (90)-day period, and Section 4.3(c) shall be enforced regardless of the fact the Customer may not have stopped using an item after it was ordered by LeeSar.

4.4 Incorrect Delivery. LeeSar shall audit packing slips to determine if they accurately reflect the contents of each shipment. In the event of any over-shipment of Supplies, Customer may either accept and pay for such Supplies or, at no charge to Customer, require LeeSar to retrieve them. In the event of any under shipment, LeeSar shall upon the request of Customer deliver the remaining Supplies on the next scheduled truck or pursuant to Stat Order procedures.

4.5 Damage. In the event LeeSar delivers damaged or defective Supplies to Customer, LeeSar shall, upon the request of Customer, make a corrective shipment on the next scheduled truck or pursuant to Stat Order procedures. LeeSar shall promptly retrieve the damaged or defective Supplies at its own expense.
4.6 Disaster Plan. Prior to the initial delivery of Supplies under this Agreement, Customer and LeeSar shall develop mutually acceptable contingency plans and procedures to be used in the case of any extraordinary circumstances or events that might otherwise disrupt the timely delivery of Supplies to Customer.

ARTICLE 5: TERM AND TERMINATION

5.1 Term. Unless earlier terminated, this Agreement shall be for a term of 5 year(s), beginning on the Effective Date. This Agreement shall renew automatically for successive 1 year terms, unless Customer provides notice of non-renewal at least 180 days prior to the end of the then current term. Notwithstanding the foregoing, this Agreement shall not terminate until the expiration of the Ground Lease between LeeSar and the Lee County Industrial Development Authority dated as of December _____, 2010.

5.2 Termination by Notice. [Intentionally deleted].

5.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

5.4 Payment by Customer upon Termination. If Customer terminates this Agreement for any reason, Customer shall pay to LeeSar any accrued but unpaid compensation through the date of termination and purchase any special order inventory.

ARTICLE 6: STANDARD PROVISIONS

6.1 Independent Contractor. Each party shall be regarded as an independent contractor for all purposes.

6.2 Remedies. In the event of a breach of this Agreement by Customer, the parties acknowledge that the injury to LeeSar would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. LeeSar shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

6.3 Force Majeure. Subject to the disaster contingency plans prepared pursuant to this Agreement, LeeSar shall be excused for its failure to comply with any obligations under this Agreement if caused by circumstances beyond its reasonable control including, without limitation, war, riot, civil commotion, catastrophe, act of God, manufacturer’s inability or refusal to meet demand, and delays of suppliers or carriers (relating solely to the transport of Supplies from manufacturers or other sellers to LeeSar).

6.4 Medicare Cost Certification. To the extent applicable, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, LeeSar shall make available this Agreement, and the books, documents, and records (collectively, the “Records”) of LeeSar that are necessary to certify the nature and extent of costs incurred by Customer. The Records shall be available until the expiration of four years after the furnishing of items or
6.5 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

6.6 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. Notwithstanding any provision of this Agreement, no remuneration exchanged between the parties shall be determined in a manner that improperly takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

6.7 Referrals. Except as provided in this Agreement, nothing contained herein requires the referral of any patients or business between the parties.

6.8 Confidentiality. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement. This provision shall survive the termination of this Agreement.

6.9 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Customer, to:

Lee Memorial Health System
2780 Cleveland Avenue
Ft. Myers, Florida 33901
Attention: CEO

If to LeeSar, to:

LeeSar, Inc.
401 Leonard Boulevard North
Lehigh Acres, Florida 33971
Attention: President & CEO

with a copy to:

J. Hugh Middlebrooks
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
6.10 **Amendment.** No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

6.11 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by LeeSar to an entity controlling, controlled by, or under common control with LeeSar, without Customer's consent.

6.12 **Entire Agreement.** This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

6.13 **No Third Party Rights.** This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

6.14 **Severability.** If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

6.15 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

6.16 **Captions.** The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

6.17 **Interpretation.** Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

6.18 **Prevailing Party Entitled to Attorneys' Fees and Costs.** With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.
6.19 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

6.20 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twentieth Judicial Circuit in and for Lee County, Florida, or in the United States District Court for the Middle District of Florida.

6.21 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the Effective Date.

LeeSar, Inc.

By: _____________________________
Name: Robert Simpson
Title: President

Lee Memorial Health System

By: _____________________________
Name: Mike German
Title: Chief Financial Officer
CONTRIBUTION & EQUITY AGREEMENT

This Agreement (this “Agreement”) is made effective as of ________, 2010 (the “Effective Date”), by Lee Memorial Health System (“LMHS”), Sarasota Memorial Health Care System (“SMH”), and Central Florida Health Alliance, Inc. (“CFHA”).

ARTICLE 1: RECITALS

1.1 LMHS, SMH, and CFHA are the sole members of LeeSar, Inc. (the “Company”), which is in the process of acquiring, constructing, and equipping a new facility (the “Facility”) on approximately 23 acres located at 2727 Winkler Avenue, Ft. Myers, Florida 33916.

1.2 At LMHS’ request, the Facility will include approximately 47,000 sf and associated equipment for cook/chill operations (the “Cook/Chill Portion of the Facility”) and 47,000 sf and associated equipment for central sterilization operations (the “Central Sterilization Portion of the Facility”), as such areas may be further described on the architectural plans dated September 26, 2010, prepared by Schenkel Shultz Architects.

1.3 It is anticipated that the cook/chill operations and central sterilization operations shall provide services for the sole benefit of LMHS pursuant to separate services agreements between LMHS and the Company, and LMHS shall be solely responsible for the operational costs of such operations.

1.4 SMH and CFHA have agreed to the addition of the Cook/Chill Portion of the Facility and Central Sterilization Portion of the Facility at an estimated capital cost of approximately $20,012,083 on the condition that LMHS is solely responsible for the capital costs of such facilities.

1.5 LMHS is willing to fund such capital costs on the condition such contributions increase its proportionate “equity” in the Facility, and LMHS is the sole beneficiary of any remuneration that results from the sale, lease, or similar items from the Cook/Chill Portion of the Facility and Central Sterilization Portion of the Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 2: COMPLETION OF FACILITY

2.1 Construction. The parties agree to use best efforts to cause the Company to complete the acquisition, construction, and equipping of the Facility.

2.2 Financing. The parties agree to use best efforts to cause the Company to obtain sufficient funds to enable completion of the Facility. Such funds are currently anticipated to be provided through a combination of operations (approximately $11,588,138) and debt (approximately $27,000,000).

ARTICLE 3: RESPONSIBILITY FOR CAPITAL COSTS; PAYMENT; EQUITY ACCOUNT & DISTRIBUTIONS

3.1 Responsibility for Costs. LMHS shall be fully responsible for any and all capital costs associated with Cook/Chill Portion of the Facility and Central Sterilization Portion of the Facility including, without limitation, the cost of equipment, construction, and associated debt costs (i.e., any debt costs incurred to fund capital costs such as
3.2 Payment. The parties shall cause the Company to provide LMHS each year with a 12-month projection of Capital Costs, which may be reasonably adjusted from time to time by the parties. LMHS shall pay to the Company by the 5th day of each month 1/12 of such projected Capital Costs. Within 15 days of the end of each 12-month period, LMHS shall also pay a true-up payment (or receive a credit) reflecting the difference between the actual Capital Costs and the projected Capital Costs for such 12-month period (the “Annual True-Up”). Additionally, within 15 days of request by the Company, LMHS shall also pay an interim true-up payment reflecting the difference between the actual Capital Costs and the projected Capital Costs for such interim period (the “Interim True-Up”) if such difference exceeds $100,000. Any late amounts shall accrue interest at the lower of 10% or the highest rate permitted by applicable law.

3.3 Special Equity Account and Distributions. Because LMHS will be responsible for 100% of the Capital Costs, but currently only indirectly owns 44.445% of the Facility (through its membership interest in the Company), the Company shall maintain an internal special equity account reflecting LMHS as owner of 100% of the Cook/Chill Portion of the Facility and Central Sterilization Portion of the Facility (and tracking the payments made pursuant to Section 3.2). All net sales proceeds, lease payments, or similar items, if any, allocable to the Cook/Chill Portion of the Facility and Central Sterilization Portion of the Facility shall be distributed 100% to LMHS. To the extent possible, allocations of net sales proceeds shall be done on an actual valuation basis by a reputable certified business or real estate appraiser (as applicable) of the respective Facility components and not pro rata based on square footage of the Facility or membership percentage. Some examples of potential calculations are attached as Exhibit A. To the extent the parties cannot reasonably agree upon allocations, the parties agree to settle such dispute by submitting to binding arbitration by a panel of 3 mutually acceptable arbitrators in Sarasota or Lee County, Florida, administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules, with each party sharing equally in the costs of the arbitration and arbitrators. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States. Any changes or modifications of the accounting and financing processes and procedures used herein shall first be approved in writing by LMHS, which approval will not be unreasonably withheld.

3.4 No Debt or Guaranty. It is the intent of the parties that the obligations of LMHS under this Agreement shall not be construed to be debt of LMHS or a guarantee by LMHS of any debt or other obligation of the Company. Any and all obligations of LMHS hereunder are limited obligations and are payable solely from the operating revenues of LMHS and from no other source. The obligations of LMHS hereunder shall not be deemed to constitute a debt of LMHS for which the faith and credit of LMHS is pledged or the taxing power of any entity is pledged but such obligations shall be payable solely from the funds identified herein. The obligations of LMHS hereunder shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of LMHS or upon its income, receipts, or revenues.

3.5 No Required Contribution if Dispossession Event Unavoidable. The parties understand and agree that the contributions required of LMHS under this Agreement to fund Capital Costs will be insufficient to fully pay the Company’s debt or obligations associated with the Facility at maturity, upon acceleration, or otherwise. The parties agree that it would not be equitable to require LMHS to make such contributions.
rd party financing of the Balance Amount on commercially reasonable terms, or (iii) is able to obtain a capital contributions from the remaining Company members of their pro rata amount of the Balance Amount (i.e., currently 55.555% of the Balance Amount).

ARTICLE 4: TERM AND TERMINATION

4.1 Term. The obligations of the parties in this Agreement shall continue indefinitely.

4.2 Termination by Notice. [Intentionally deleted].

4.3 Termination upon Breach. [Intentionally deleted].

4.4 Payment by LMHS upon Termination. [Intentionally deleted].

ARTICLE 5: STANDARD PROVISIONS

5.1 Independent Contractor. [Intentionally deleted].

5.2 Remedies. In the event of a breach of this Agreement, the parties acknowledge that the injury to other parties would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

5.3 Force Majeure. [Intentionally deleted].

5.4 Medicare Cost Certification. [Intentionally deleted].

5.5 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

5.6 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items. Notwithstanding any provision of this Agreement, no remuneration exchanged between the parties shall be determined in a manner that improperly takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

5.7 Referrals. Except as provided in this Agreement, nothing contained herein requires the referral of any patients or business between the parties.

5.8 Confidentiality. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that
5.9 **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to LMHS, to:

Lee Memorial Health System  
2780 Cleveland Avenue  
Ft. Myers, Florida 33901  
Attention: CEO

If to SMH, to:

If to CFHA, to:

5.10 **Amendment.** No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

5.11 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

5.12 **Entire Agreement.** This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.
5.13 **No Third Party Rights.** This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

5.14 **Severability.** If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

5.15 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

5.16 **Captions.** The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

5.17 **Interpretation.** Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

5.18 **Prevailing Party Entitled to Attorneys' Fees and Costs.** With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys’ fees, whether from the initial request for redress or through trial, appeal, and collection.

5.19 **Waiver of Compliance.** Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

5.20 **Applicable Law and Courts.** This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twentieth Judicial Circuit in and for Lee County, Florida, or in the United States District Court for the Middle District of Florida.

5.21 **Cooperation.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed on the Effective Date.

Lee Memorial Health System

By: ____________________________
Name: ____________________________
Third Party Services. LeeSar is able to provide cook/chill or central sterilization services to 3rd parties not affiliated with LMHS utilizing the Cook/Chill Portion of the Facility or the Central Sterilization Portion of the Facility. The gross revenues on such operations are $100,000 (the “Third Party Service Revenues”). The Third Party Service Revenues shall be used by LeeSar to offset the operational costs payable by LMHS under the service agreements or to fund a portion of the Capital Costs payable under this Agreement.

Third Party Lease. LeeSar is able to lease all or a portion of the Cook/Chill Portion of the Facility or the Central Sterilization Portion of the Facility to 3rd parties not affiliated with LMHS. The gross revenues on such leases are $100,000 (the “Third Party Lease Revenues”). The Third Party Lease Revenues shall be used by LeeSar to offset the operational costs payable by LMHS under the service agreements or to fund a portion of the Capital Costs payable under this Agreement.

Sale of the Facility. LeeSar is able to sell the entire Facility for a net amount of $50,000,000, with $10,000,000 allocable to the Cook/Chill Portion of the Facility, $15,000,000 allocable to the Central Sterilization Portion of the Facility, and $25,000,000 allocable to balance of the Facility. The current debt on the Facility is $20,000,000, with $15,000,000 allocable to the Cook/Chill Portion of the Facility and the Central Sterilization Portion of the Facility. Assuming all the proceeds are distributable via grant or otherwise, LMHS would be entitled to the following amount: 100% of ($10,000,000 equity plus $15,000,000 equity minus $15,000,000 debt) plus 44.445% of ($25,000,000 equity minus $5,000,000 debt).

Sale of the Business. LeeSar is able to sell the entire business (including the Facility) for a net amount of $100,000,000, with $10,000,000 allocable to the Cook/Chill Portion of the Facility, $15,000,000 allocable to the Central Sterilization Portion of the Facility, $25,000,000 allocable to balance of the Facility, $15,000,000 allocable to the business operations of the Cook/Chill Portion of the Facility, $15,000,000 allocable to the business operations of the Central Sterilization Portion of the Facility, and $20,000,000 allocable to balance of business operations of the Facility. The current debt on the Facility is $20,000,000, with $15,000,000 allocable to the Cook/Chill Portion of the Facility and the Central Sterilization Portion of the Facility. Assuming all the proceeds are distributable via grant or otherwise, LMHS would be entitled to the following amount: 100% of ($10,000,000 equity plus $15,000,000 equity plus $15,000,000 equity plus $15,000,000 equity minus $15,000,000 debt) plus 44.445% of ($25,000,000 equity plus $20,000,000 equity minus $5,000,000 debt).
MEMORANDUM

TO: LMHS Board of Directors

FROM: Richard Akin, Board Chairman & Jim Nathan, CEO/President

DATE: November 29, 2010 REVISED 12/01/10

SUBJECT: 2011 Community Representative - Advisory Appointments

Below are the recommended 2011 Community Representative – Advisory Appointments to the LMHS Board of Directors for your approval.

The recommended members have been selected in accordance to Board Policy 10.52D: Community Representatives – Advisory Appointments, and are appointed to serve a one calendar year term. (copy attached)

QUALITY & EDUCATION:
1. *Denise Heinemann, RN, DrPH
2. *David Berger, MD
3. *William Silverman, MD

PLANNING:
1. *Rev. Israel Suarez
2. *Al Hanser
3. *Ed Morton

FINANCE:
1. Jack Eikenberg
2. Jason Moon
3. *Robert Fischer

*Enclosed you will also find background information on the candidates.
NAME
Denise Heinemann, RN, DrPH

POSITION TITLE
Dean and Associate Professor

EDUCATION/TRAINING
(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)

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<th>INSTITUTION AND LOCATION</th>
<th>DEGREE (if applicable)</th>
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<td>BS</td>
<td>1963</td>
<td>Nursing</td>
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<tr>
<td>Columbia University Teachers College</td>
<td>MEd</td>
<td>1967</td>
<td>Higher Education and Nursing</td>
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<tr>
<td>Yale University School of Medicine</td>
<td>DrPH</td>
<td>1982</td>
<td>Epidemiology and Public Health</td>
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<td>University of Florida</td>
<td>Certificate</td>
<td>1996</td>
<td>Bioethics</td>
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<td>Georgetown University</td>
<td>Certificates</td>
<td>1991, 1993</td>
<td>Bioethics</td>
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RESEARCH AND PROFESSIONAL EXPERIENCE:
Concluding with present position, list, in chronological order, previous employment, experience, and honors. Include present membership on any Federal Government public advisory committee. List, in chronological order, the titles, all authors, and complete references to all publications during the past three years and to representative earlier publications pertinent to this application. If the list of publications in the last three years exceeds two pages, select the most pertinent publications. **DO NOT EXCEED TWO PAGES.**

Professional experience:

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<td>2002 -</td>
<td>Dean, College of Health Professions</td>
<td>Florida Gulf Coast University</td>
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<tr>
<td>1997 - 2002</td>
<td>Tenured Associate Professor, School of Nursing</td>
<td>Florida Gulf Coast University</td>
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<tr>
<td>1998-1999</td>
<td>Acting Dean, College of Health Professions</td>
<td>Florida Gulf Coast University</td>
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<tr>
<td>1997</td>
<td>Associate Professor, Nursing</td>
<td>University of South Florida/</td>
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<tr>
<td>1991-1997</td>
<td>Assistant Professor</td>
<td>University of South Florida</td>
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<tr>
<td>1989-1991</td>
<td>Visiting Assistant Professor</td>
<td>University of South Florida, Tampa, Florida</td>
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<tr>
<td>1988-1989</td>
<td>Staff Nurse</td>
<td>Naples Community Hospital</td>
</tr>
<tr>
<td>1982-1992</td>
<td>Consultant</td>
<td>USDVA, Washington, D.C. Department of Medicine and Surgery</td>
</tr>
<tr>
<td>1978-1981</td>
<td>Instructor</td>
<td>Yale University, School of</td>
</tr>
</tbody>
</table>
1978-1980 Health Services Research Fellow Yale University, West Haven VA HSR Program

1969-1974 Assistant Professor with Tenure University of Connecticut

Funded Grant Activity

1996 $1000.00 University Of Fort Myers – Fort Myers Faculty Development Grant. Evaluation of the effects of architectural cueing on selected behaviors of dementia residents in an assisted-living facility and on the satisfaction of family/guardian and staff.


1969 $650,000 DHEW Program Grant, University of Connecticut School of Nursing: Curriculum Revision, Undergraduate Program

Publications


**RESEARCH SUPERVISION OF STUDENTS:**

**Dissertation Committee Member:** Douglas Morris, PhD, OT: Spirituality in OT Practice. Touro University.

**Dissertation Committee Member:** Nancy Edwards, MSN (Current): Distance Learning Transition for University Faculty. Barry University.

**Thesis Committee Member:** Mary Kay Hartung (1999). USF College of Public Health.

**Thesis Committee Member:** Marie Morrison, RN, MA (1996) Role strain in adult learner AD nursing students. University of South Florida.

**Thesis Committee Chair:** Diana Hansell (1994). Master's Thesis: An evaluation of an educational intervention to identify and refer persons at risk for dysphagia. Florida International University.
CURRICULUM VITAE

DAVID M. BERGER, M.D., M.B.A., F.A.C.S.
GENERAL SURGERY, SURGICAL ONCOLOGY

PERSONAL HISTORY:
Date of Birth: 24 July 1938
Place of Birth: Newark, New Jersey
Marriage: Esta R. (Lazar) Berger 1968
Children: Jeffrey A. Berger, Evansville, Indiana
Deborah A. Berger, M.D., Chicago, Illinois

EDUCATION:
Undergraduate: Union College, Schenectady, New York
Bachelor of Science 1959

Doctoral: Chicago Medical School, Chicago, Illinois
Doctor of Medicine 1963

Postdoctoral:
Internship: Cook County Hospital, Chicago, Illinois
Rotating 7/1963-6/1964

Residency: Cook County Hospital, Chicago, Illinois
General Surgery 7/1964-12/1968
Memorial Sloan-Kettering Cancer Center, New York, New York
Senior Residency (Fellowship)
Surgical Oncology 1/1969-12/1970

Fellowships: U. S. Public Health Service Surgical Oncology Fellowship
Memorial Sloan-Kettering Cancer Center

American Cancer Society Surgery Traineeship, Surgical Oncology
Memorial Sloan-Kettering Cancer Center
New York, New York 1969

Masters Degree: Lake Forest Graduate School of Management
Lake Forest, Illinois
Masters in Business Administration, Cum Laude 1991

BOARD CERTIFICATON: American Board of Surgery 1969

SPECIALTY FELLOWSHIP: Fellow, American College of Surgeons 1973
MEDICAL LICENSURE:  
National Board of Medical Examiners 1964  
California, number not available, 1964-1972-not renewed  
New York, number not available, 1969-1970-not renewed  
Illinois, #36-39103, Active 1964-2000-not renewed  
Florida, #ME 77368, Active 1999-present

FACULTY APPOINTMENTS:  
Chicago Medical School  
Instructor in Surgery 1964-1973  
Clinical Assistant Professor of Surgery 1973-1975  
Clinical Associate Professor of Surgery 1975-1999  
University of Illinois School of Medicine, Chicago  
Clinical Associate in Surgery 1966-1968  
Cornell University School of Medicine  
Fellow in Surgery 1969-1970  
Northwestern University School of Medicine  
Associate in Surgery 1973-1975

HOSPITAL AFFILIATIONS:  
Louis A. Weiss Memorial Hospital, Chicago, Illinois  
Courtesy Staff, Surgery 1971-1972  
Cook County Hospital, Chicago, Illinois  
Associate Attending Surgeon 1971-1972  
North Chicago Veterans Administration Hospital, North Chicago, Illinois  
Consulting Staff, Surgery 1973-1979  
Highland Park Hospital, Highland Park, Illinois  
Affiliate of Evanston Northwestern Health Care, Evanston, Illinois  
Courtesy Staff, Surgery 1973-1974  
Associate Staff, Surgery 1975-1977  
Active (Attending) Staff, Surgery 1977-1999  
Emeritus Staff, Surgery 1999-present  
Condell Memorial Hospital, Libertyville, Illinois  
Courtesy Staff, Surgery/Surgical Oncology 1979-1985  
Associate Staff, Surgery/Surgical Oncology 1986-1989  
Consulting Staff, Surgical Oncology 1989-1992  
Courtesy Staff, Surgery/Surgical Oncology 1992-1999  
Emeritus Staff, Surgery/Surgical Oncology 1999-present  
Lake Forest Hospital, Lake Forest, Illinois  
Courtesy Staff, Surgery 1976-1977  
Associate Attending Staff, Surgery 1978-1980  
Attending Staff, Surgery 1981-1999  
Emeritus Staff, Surgery 1999-present  
Veterans Administration Medical Center, Bay Pines, FL  
Consultant, Department of Surgery 2005-present  
Consultant, Surgery, Veterans Administration Outpatient Clinic,  
Fort Myers, Florida 2007-present
HOSPITAL POSITIONS:  
Highland Park Hospital  
Director of Tumor Board and Tumor Registry  1975-1978  
Lake Forest Hospital  
Vice Chairman, Department of Surgery  1983-1984  
Medical Care Appraisal Committee  1983-1984  
Chairman, Department of Surgery  1985-1986  
Chairman Operating Room Committee  1985-1986  
Medical Executive Committee  1985-1986  
Chairman Tissue Committee  1982-1987  
Tumor Board  1978-1999  
Collaborative Practice Committee  1991-1993  
Co-founder Center for Breast Health  1994  
Hematology-Oncology Committee  1980-1999  
Lake Forest Hospital Managed Care Association  
Vice President  1990-1992  
Board of Directors  1990-1999  

PROFESSIONAL SOCIETIES:  
Fellow, American College of Surgeons  1973-present  
Memorial Cancer Center Alumni Association  1971-2004  
Association for Academic Surgery  1973-1983  
Association of Veterans Administration Surgeons  1973-1979  
American Medical Association  1978-present  
Illinois State Medical Society  1978-present  
Lake County Medical Society  1978-present  
Illinois Surgical Society  1977-present  
Midwest Surgical Society  1981-present  
Chicago Surgical Society  1985-present  

SERVICE ORGANIZATIONS:  
Professional Education Committee, American Cancer Society  
Illinois Division  1972-1974  
American Cancer Society, Lake County (Illinois) Chapter  
Vice President  1972-1986  
Board of Directors  1972-1986  
Chair, Service and Rehabilitation Committee  1972-1986  

PRESENTATIONS:  
Thyroid Cancer in Patients with Previous Head and Neck Irradiation, Chicago Surgical Society,  1975  

PUBLICATIONS:  
EMPCYMENT HISTORY:  
1971-1972 Strauss Surgical Group, Chicago, IL  
1973-1976 North Shore Surgical Associates, Highland Park, IL  
1977-1999 David M. Berger, M.D., S.C.—Solo Surgical Practice, Lake Forest,  
   Practice Concentration: Breast and Head and Neck  
   Surgical Oncology  
   2002-2003 Consultant, Breast Ductal Lavage Program,  
   Cytyc Corporation, Boxborough, MA  
   2007-present Consultant-Surgery, Department of Veterans Affairs,  
   Ft. Myers (FL) Outpatient Clinic  
MILITARY SERVICE:  
1963-1967 Illinois National Guard, USAR, CPT MC, 108th Medical Battalion,  
   Company Commander  
1967-1968 Illinois National Guard, USAR, CPT MC, Brigade Surgeon,  
   33rd Brigade  
1969-1970 USAR, MAJ, MC, 349th Surgical Hospital, New York  
1970 Honorable Discharge USAR  

ACTIVITIES UNRELATED TO MEDICAL PRACTICE:  
UNION COLLEGE, SCHENECTADY, NEW YORK—Alumni Admissions Staff, Chicago  
   Region—1990-1995, Southwest Florida Region—2004-present  
   - Co-Chairman, Chicago Region 1990-1992  
   - Interview and evaluate Union College applicants from regional high schools  
   - Provide recommendations to Union College Admissions staff for recruitment of  
     Students in the Chicago area  
   - Attend college fairs and student recruitment programs sponsored by area High  
     Schools  
   - Liaison with local high school college admissions counselors  
   - Provide a local information resource for Union College applicants, especially  
     those interested in health care and/or business careers  
SANIBEL/LEE COUNTY, FLORIDA  
   Commissioner, City of Sanibel Planning Commission, January 2007-present  
   Member, Medical Reserve Corps, Lee County Florida 2005-present  
   Member, PRIME—Physician Researchers Investigating the Marine Environment 2006-present  
   Member, Board of Directors Rocks Civic (Home Owners) Association, 2004-present  
   Member, Board of Directors Committee of the Islands (COTTI), 2006-2007  
   Member, Committee of the Islands (COTTI), 2004-present  
   Member, Sanibel-Captiva Conservation Foundation 1999-present  
   Member, Barrier Island Group for the Arts (BIG Arts) 1999-present  
   Member, Care and Rehabilitation of Wildlife (CROW) 1999-present  
   Member, Bat Yam Temple of the Islands 1997-present  

Updated 9/30/07
CURRICULUM VITAE

WILLIAM SILVERMAN, M.D., F.A.A.P

BA Degree: Boston University
College of Liberal Arts – 1954

MD Degree: Tufts University School of Medicine – 1959

A.O.A Honor Medical Society: 1959

Internship: Boston Floating Hospital
(Pediatric Division of Tufts New England Medical Center)
7/1/59 to 6/30/60

Pediatric Residency: Boston Floating Hospital
7/1/60 to 6/30/62

American Board of Pediatrics: 9/20/64

American Academy of Pediatrics: 10/20/65

A.M.A: 1962 to 6/10

Massachusetts Medical Society: 1962 to 1978

Medical Society of New Jersey: 1978 to 6/10

Private Practice of Pediatrics in Massachusetts: 7/62 to 10/78

CURRICULUM VITAE

WILLIAM SILVERMAN, M.D., F.A.A.P

Private Practice of Pediatrics
In New Jersey: 11/78 to 12/94

Associate Professor of Pediatric
Medicine – Tufts University School
Of Medicine: 1964 to 1968

Member Child Health Advisory
Committee, Medicaid Division,
State of New Jersey: 1979 to 1992

Chairman, Child Health Advisory
Committee: 1980 to 1992

Member of Medical Society of New
Jersey Medicaid Committee: 1979 to 1992

Member, Executive Committee of
New Jersey Chapter of American
Academy of Pediatrics: 1979 to 1992

Chairman of Child Health
Financing Committee of New Jersey
Chapter A.A.P: 1982 to 1992

Pediatric Section Chief,
PruCare of New Jersey, formerly
Southshore H.M.O: 1983 to 1989
CURRICULUM VITAE

WILLIAM SILVERMAN, M.D., F.A.A.P.

Attending Staff, Dept. of Pediatrics, Atlantic City Medical Center
1978 to 3/99

Chief Attending Staff, Dept. of Pediatrics, Atlantic City Medical Center
1984 to 3/99

Attending Staff, Dept. of Pediatrics, Burdette Tomlin Memorial Hospital
1983 to 12/94

Chairman, Dept. of Pediatrics, Burdette Tomlin Memorial Hospital:
Member, Board of Directors
1989 to 12/94
1990 to 1992

Medical Director and Pediatrician, Blue Cross-Blue Shield Health Center, Mays Landing, NJ
12/94 to 3/97

Medical Director and Pediatrician Pinnacle Medical Group, PA Mays Landing, NJ
3/97 to 3/99

Medical Director, Horizon NJ Health Trenton, New Jersey
3/99 to 6/29/10
CURRICULUM VITAE

WILLIAM SILVERMAN, M.D., F.A.A.P

PUBLICATIONS


NATIONS ASSOCIATION CHARITIES, INC.

Announces it's
Community Speaker's Bureau

Available to speak to area civic and social service organizations on:

"Serving the Community's Needs"

Dr. Israel Suárez
Executive Director

NATIONS ASSOCIATION CHARITIES, INC.
P. O. Box 1060
Fort Myers, Florida 33902
Office: (239) 332-7575
Cell: (239) 707-5520
Dr. Suárez has achieved the following:

♦ Bachelor’s in Theology - Logos Bible College in 1982
♦ Doctor’s degree - National Evangelistic University in 2000

Dr. Suárez has served on the following:

♦ Director, Florida Gulf Coast University Foundation
♦ Board of Directors, Lee Memorial Ministerial Association
♦ Board Member, Lee Memorial Health System
♦ Founder, Community Prayer Breakfast
♦ Mayor’s Advisory Board for the City of Fort Myers
♦ Board of Advisors, the Juvenile Arbitration Program
♦ Founder, United Nations Annual Prayer for Peace
♦ Board of Directors, Lee County Mental Health Center
♦ Board of Directors, Lee County Private Industry Council
♦ Commissioner, Lee County Housing Development
♦ Commissioner, Fort Myers Housing Authority
♦ Founder, Hispanic-American Society of Fort Myers
♦ Organizer, Jail Ministry at the Lee County Stockade and Jail
♦ Board of Directors, the Lee County American Red Cross

Dr. Suárez’ Awards/Recognitions include:

♦ Honorable Mention in Congressional Record (1990, 2003)
♦ Lee County “Citizen of the Year” (1993)
♦ Lee County School Board “Outstanding Service to the Children and Citizens of Lee County” (1991)
♦ Recognized as “The 276th Daily Point of Light” by President George Bush (1990)
♦ The Martin Luther King, Jr. Award for dedication and service towards the Civil Rights struggle (1986)
♦ Key To The City of Fort Myers (1981)
August 25, 2010

Ms. Cathy Stephens
Lee Memorial Health System
P. O. Box 2218
Fort Myers, Florida 33902

Dear Ms. Stephens:

I’m writing in response to your letter informing me that my name has been submitted for consideration to an appointment on your organization’s Planning Committee of the Whole. I’d like to inform you that I am indeed very interested in such a position and would be honored to receive such an appointment. I have always been a strong supporter of LMHS, having served on its board of directors in the past and worked closely with your organization on a number of projects through Nations Association Charities.

I’m attaching extensive data on my background for your committee’s consideration. I look forward to hearing from you and to serving on this committee should I receive the appointment. I’m sure that with my extensive experience working at the grass roots within the community I will be able to bring a fresh perspective to your planning process.

Thanking you once again for your kind consideration and looking forward to working together for many years to come I am,

Respectfully,

Dr. Israel Suárez
Founder/Executive Director

Dr. Israel Suárez

NATIONS ASSOCIATION CHARITIES, INC.
P. O. Box 1060
Fort Myers, Florida 33902
S. Albert Diez Hanser

Resident of Sanibel Island, Florida; married (47 years) to Sally Dodge, 4 children - Elise, Laura, Wendy, Albert III; 6 grandchildren.

Fifty years in the financial service/investment banking business. Directed investment banking at Dain Rauscher; Chairman/CEO U.S. Bank, Merchant Bank; Chairman/CEO Resource Bank & Trust Company; Chairman Hanrow Financial Group, Ltd. (private merchant bank); and Chairman/CEO Sanibel/Captiva Trust Company.

Member, past and present, of Board of Directors of numerous public and private companies, civic organizations, and philanthropic boards. Former Chairman University of Minnesota Hospitals, Lee Memorial Health System Foundation, Lee Memorial Children's Hospital. Chairman of Cleveland Clinic of Florida. Chairman of Sanibel/Captiva Community Foundation in association with Southwest Florida Community Foundation. Director of Central Florida State Bank, Member of Governor's Advisory Board on Banking and Finance, Minnesota Economic Development Commission, Director (and Treasurer) of United Way. Trustee, Advisory Board of Brown University, Wharton School Finance Board, Who's Who America, Finance. Named by Gulfshore Business as one of 25 most powerful people on Sanibel and Captiva. Member of numerous professional and private clubs.

Interests include: sports - hobbies are golf, tennis, skiing, biking, fishing, reading, problem solving, and grandchildren. Attends Sanibel Congregational Church.

Attended Brown University, Wharton School of Finance (University of Pennsylvania) and served in the U.S. Air Force.
S. Albert Diez Hanser

Born: May 30, 1937; St. Louis, Missouri

Address: 1517 Sand Castle Road, Sanibel, FL 33957

Telephone: 239-472-8022

Background:
- Brown University
- Wharton School of Finance (Senior Management Program)
- US Air Force Reserve
- Shaffer, Plack & Hanser – Smith, Moore & Co. (via merger)
  General Partner; Vice President
- Dain Bosworth Incorporated – Senior Vice President, Investment
  Banking, Executive Committee; Board of Directors
- Resource Bank & Trust Company – Chairman, Chief Executive Officer
- Resource Management Corporation – Chairman of the Board, Chief
  Executive Officer
- First Bank System – Chairman, FBS Merchant Banking Group,
  Management Committee; Chairman, FSB P.A.C. Leadership
  Council; Arts Advisory Board, Compensation Task Force, Chair
- Hanrow Financial Group, Ltd., Inc. – Chairman
- Sanibel/Captiva Trust Company, Inc. – Chairman, Chief Executive
  Officer

Investment Activities:
- Bankers Association/Investment Banking – President
- Securities Industry Association – Chairman, Regional Sub-Committee,
  Syndicate Committee; Membership Committee; Minority Capital
  Committee; First Vice President, Mid Continental District; Northern
  States Chapter, Chairman, Past Secretary-Treasurer, Executive
  Committee
- Wharton School of Finance, Trustee
- Governor’s Advisory Committee for Securities, former member
- Governor’s Council for Economic Development
- Venture Capital Association – Board
- Central Florida State Bank – Director
Community and Corporate Activities:

- University of Minnesota Hospital and Clinics – Chairman of the Board of Governors; Executive Committee
- Abbott Northwestern Hospitals – Board of Directors; Executive Committee
- Fairview Health Systems – Board of Directors
- Fairview University – Board of Directors
- Minnesota Association of Public Teaching Hospitals (MAPTH) – Board of Directors; Executive Committee
- Cleveland Clinic of Florida – Chairman of the Board of Directors
- Good Neighbor Foundation of Sanibel & Captiva, Chairman
- United Way of Minneapolis Area – Board of Directors; past Chairman of Leadership Giving; Honor Award Special Gifts Division; past Vice Chairman of Admissions and Allocations Committee; past Chairman of Pilot Firms Committee; past member of Advance Gifts Committee
- West Metro Trustee Association – Board of Directors; Executive Committee; Brown University Third Century Fund (venture capital) – Trustee
- Brown University, Trustee
- Republican Party – Precinct Chairman (Orono)
- Woodhill Country Club – Board of Trustees
- Minneapolis Club – Board of Governors; various committees
- Blake Schools – Board of Trustees, Treasurer; Finance Committee, Chairman
- Modern Merchandising – Board of Directors
- Minnesota Suburban Newspaper – Board of Directors
- Astrocom Corporation – Board of Directors, Chairman
- Viseon Corporation – Board of Directors
- Hawkins Chemical – Board of Directors
- Premis Corporation – Board of Directors
- Prevention First Inc. – Board of Directors, Chairman
- Angenion Corporation – Board of Directors
- E-Z Gard – Board of Directors
- EntreSource Companies – Board of Directors, Chairman
- Hart Exploration – Board of Directors, Chairman
- Hanrow Securities, Inc. – President, Board of Directors
- Hanrow Asset Management – Vice President
- Old Schoolhouse Theater Foundation – Board of Directors
- Lee Memorial Health System Foundation
- Lee Memorial Children’s Hospital – Board of Directors
- Sanibel/Captiva Chamber of Commerce
- Dunes Homeowners Association – Board of Directors
- CROW (Care & Rehabilitation of Wildlife) – Board of Directors
Community and Corporate Activities (Continued):
- Sanibel/Captiva Kiwanis International – Board of Directors
- Sanibel/Captiva Community Foundation in association with Southwest Florida Community Foundation – Board of Directors
- Greater Minneapolis Day Care Center
- "The City" (Teen "Drop-In" Center)
- YMCA Advance Gift Capital Campaign
- Citizens League

Member of:
- American Cancer Society
- Hanser Family Foundation
- Westminster Church – Town Forum Council
- Evansville Historical Foundation
- Hudson Foundation
- Sanibel Community Association
- Barrier Island Group for the Arts (B.I.G. Arts)
- Sanibel Library
- Sanibel/Captiva Power Squadron
- C.R.O.W. (Care & Rehabilitation of Wildlife)
- Sanibel/Captiva Kiwanis
- Ding Darling Nature Preserve
- Sanibel/Captiva Chamber of Commerce
- Sanibel Historic Society
- Sanibel/Captiva Conservation Foundation
- United Way Foundation of Lee County, Keel Club Member

Personal:
- Married: Sally Dodge Hanser (1961)
- 4 Children: Elise Kingman
  Laura Hanser
  Wendy Huml
  S. Albert Hanser, III
- 6 Grandchildren: Ned Kingman
  Winton Kingman
  Sally Kingman
  Jack Huml
  Charlie Huml
  Grant Hanser
- Church: Sanibel Congregational Church
- Other: Hanser family involved in major league baseball, St. Louis Cardinals
RESUME

EDWARD A. MORTON

1/1/2007 – Present: Managing Director & Partner, Wasmer Schroeder and Company

Retired 9/27/06


Education: University of Notre Dame, B. S., in Public and Managerial Accounting, 1969;
University of Miami, MBA, 1982;
Florida Gulf Coast University, MS, Health Science, 2009.

Post Baccalaureate Certificate in Health Administration, University of Miami, 1982
Post Baccalaureate Certificate in Health Sciences Administration, Florida Gulf Coast University, 2006

Current Professional Associations and Affiliations: Trustee, Florida Gulf Coast University; Trustee, Quest Foundation; Member, Neighborhood Clinic Advisory Committee; Immediate Past Chairman of the Leadership Collier Foundation; Chairman Emeritus, Florida Gulf Coast University Foundation; Director, NCH Health System Foundation; Trustee, Moorings Park Institute.

Former Associations: Chairman, Naples Area Chamber of Commerce; Vice Chairman, Florida Gulf Coast University Board of Trustees; Member, City of Naples Redevelopment Advisory Board; Member, Collier County Board of Economic Advisors; Member, City of Naples 41-10 District Advisory Board; Member, Eagle Scout Selection Committee; Director, Economic Development Council; Director, Barnett Bank of Naples; Active Duty Service, Captain, United States Army 1969-1972, and Past Chairman, Education Foundation of Collier County, Partners in Education.

Academic and Professional Achievements: LIFE Award winner, Edison Community College Selected as the health representative to the General Electric Strategic Planning Program for 2005
RESUME

ROBERT W. FISCHER

5872 Key Lime Way       239-415-3064 (H)  
Fort Myers, FL 33919    239-789-5366

EDUCATION:
MHA, 1966-University of Michigan; Ann Arbor, MI
BA, 1964-Albion College; Albion, MI

MILITARY SERVICE:
1966-69-Lieutenant, Medical Service Corps, USNR

PROFESSIONAL EXPERIENCE:
2003 to 2004
CEO, Mt. St. Johns Medical Ctr.
St Johns, Antigua

1998 to 2003
Senior Vice President
LifeBridge Health

1986 to 2003
President and CEO
NorthWest Hospital Center
Baltimore, MD

1980 to 1986
Administrator
Hospital Corporation of America
Nashville, TN

1976 to 1980
Administrator
Good Samaritan Hospital
Kearney, NB

1973 to 1976
President, St Joseph Hospital
Concordis, KS

1969 to 1973
Assistant Administrator
Mercy Medical Medical Center
Oshkosh, WI
SELECTED ACCOMPLISHMENTS
PRESIDENT OF NORTHWEST HOSPITAL
1986-2003

1. Led a hospital wide customer service improvement program which achieved the following results:
   A. Outpatient satisfaction scores that were consistently at or above the 90th Percentile as measured by Press Ganey.
   B. Emergency patient satisfaction scores that reached the 75th percentile as measured by Press Ganey.
   C. Inpatient satisfaction scores that were consistently above average as measured by Press Ganey and among the highest in Maryland.
   D. Employee satisfaction scores that ranked in the top 20% as measured by Management Science Associates.
   E. Physician satisfaction scores that were lauded by the Jackson Organization as worthy of emulation.

2. Developed and maintained a long term relationship of mutual trust and respect with the medical staff and Board.

3. Coordinated the planning, design and construction of a $13 million dollar expansion program in 1993 and an $8.5 million new emergency department in 2002.

4. Increased market share and operated the hospital profitably consistently over the years I served as it's President, in an intensely competitive market, with rates controlled by the Health Services Cost Review Commission, a state agency charged with controlling hospital charges.

5. Was awarded the 2002 Baltimore County African American Cultural Diversity Festival Award for successfully promoting cultural diversity in the workplace and by "bringing various racial, ethnic, and religious groups together into a harmonious place of healing".

6. Achieved the third highest rate of growth and the highest operating margin, as a percent of revenue, of all 50+ Maryland hospitals in my last full year as President of NorthWest Hospital.

7. Led the initiative to select a merger partner for NorthWest Hospital Center, ultimately selecting NorthWest's bitterest competitor based on objective criteria focused on the market advantage of this potential partner versus others considered. Played a major role in the successful implementation of the merger.

8. Was assigned responsibility for the Health and Wellness Division of LifeBridge Health following the merger, which was losing in excess of 2.4 million dollars annually. Converted that to an annualized profit of $350,000 in eighteen months.
OTHER ITEMS
Lee Memorial Health System
Board of Directors

Adjourn
Reconvened

Lee Memorial Health System
Board of Directors Meeting

Date of the Next
Lee Memorial Health System
Board of Directors Meeting is their
Annual Organizational Business Meeting

Tuesday, January 4, 2011
*4:00pm

Lee Memorial Hospital - Boardroom
2776 Cleveland Ave, Ft. Myers, FL 33901

*Held concurrently with the Lee County Trauma Services District Board of Directors Annual Organizational Business meeting.