



The City of York Healthcare Authority

operating Hill Hospital of Sumter County

751 Derby Drive, York, Alabama * 205-392-5263 * 205-490-2300 (fax)

Loretta W. Wilson, Administrator/CEO
Hill Hospital of Sumter County
lwilson@hillhospital.org
205-376-6400

Shirley Byrd, Chairman
Healthcare Authority Board
Tommie Armistead

RECEIVED
Kene Pringle

July 13, 2015

JUL 16 2015

STATE HEALTH PLANNING
AND DEVELOPMENT AGENCY

Mr. Alva M. Lambert, Executive Director
Alabama State Health Planning and Development Agency
100 North Union Street
RSA Union Building
Suite 870
Montgomery, Alabama 36130-3025

RE: Hill Hospital of Sumter County

Dear Mr. Lambert:

The City of York Healthcare Authority (the "Authority") is requesting that the Certificate of Need (CON) awarded to Hospital Solution of Sumter County II, LLC ("HSSCII") in November 8, 2012 be transferred back to the "Authority."

Pursuant to this request, the "Authority" entered into a Purchase Agreement with Hospital Solution (HS) in May of 2011 who later became Hospital Solution of Sumter County II, LLC in 2012. The intent of the agreement was to be long-term, but due to reasons unknown to the "Authority", HSSCII decided to withdraw and left the hospital in February 2014.

In April of this year, the "Authority" provided your office with documentation regarding the dissolution of HSSCIII effective January 8, 2015 along with a copy of the lease agreement stating that upon termination of the lease, the Certificate of Need (CON) will be automatically returned to the "Authority". In your letter dated April 16, 2015 you informed the "Authority" that pursuant to section 410-1-7-04 (1), the request was not timely thereby requiring the submission of a new CON application.

To ensure that the "Authority" regain full control of the hospital, we are hereby requesting that the CON be granted back in its name. I am attaching for your review, the following documents pertaining the this request: 1) signed CON application by all parties; 2) letter dated May 22, 2015 from the Attorney for former CEO of Hospital Solutions of Sumter County II; 3) a copy of lease agreement (termination section) statement; and a check in the amount of \$2,500.00.

The transaction is a transfer only. No money is involved. Also, this transaction will not result in a change of the services currently offered by the Hospital, nor will the transaction result in the addition of any new beds, or conversion of beds at the hospital.

Based upon the aformentation, the "Authority" would respectfully request that SHPDA exerise its authority under Sections 410-1-7-02 and 410-1-7-04 of the Alabama Administrative Code to determine that this change of ownership is not reviewable.

If you need additional information, please do not hesitate to contact me at 205-392-5263 ext 6400.

Sincerely,

Loretta Wilson, MBA/HCM
Administrator

cc: City of York Healthcare Authority Board Members

"Caring for our Community is our Commitment"

CHANGE OF OWNERSHIP

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STATE HEALTH PLANNING
AND DEVELOPMENT AGENCY

Part I: Purchasing Organization Information

Name of Organization: The City of York Healthcare Authority

Facility Name:
(ADPH Licensure name) Hill Hospital of Sumter County

SHPDA ID Number: 119-653-1040

Address (PO Box #): 751 Derby Drive

City, State, Zip, County: York, Alabama 36925 (Sumter County)

Number/Type Licensed Beds: 33 Acute Beds

Owner(s): The City of York Healthcare Authority

Operator(s): Same

Part II: Selling Organization Information

Name of Organization: Hospital Solutions of Sumter County II, LLC

Address (PO Box #): 400 Westpark Court, Suite 230

City, State, Zip, County: Peachtree City, Georgia 30269

Number/Type Licensed Beds: -0-

Owner(s): James H. Burnett, Jr.

Operator(s): Same

Part III: Value of Consideration

Monetary Value of Purchase: \$0.00 No./Type Beds: 33 Acute Beds

Terms of Purchase: A transfer only, no money involved
(add more pages as necessary to describe the sale)

Part IV: List of Certificate of Need Authority

Number of Beds: 33 Acute Beds

Types of Institutional Health Services: Hospital

List Service Area by County for Home Health Agencies: N/A

On an Attached Sheet Please Address the Following:

- *1.) The financial scope of the project to include the preliminary estimate of costs broken down by equipment, construction, and yearly operating costs.
- *2.) The services to be offered by the proposal (the applicant will state whether he has previously offered the service and whether the service is an extension of a presently offered service, or whether the service is a new service).
- *3.) Whether the proposal will include the addition of any new beds.
- *4.) Whether the proposal will involve the conversion of beds.
- *5.) Whether the assets and stock (if any) will be acquired.

Part V: Certification of Information

I certify that I agree to provide the information necessary (financial, utilization of services and beds, etc.) so the new owner can have the necessary information to complete reports as necessary for the entire fiscal year. The purchaser has agreed to these terms,

Seller(s) Signature(s):
 Owner(s): Jenna Brunette
 Operator(s): Jenna Brunette
 Title/Date: CEO May 22nd, 2015

I certify that I will be responsible for retaining records as necessary to complete reports required for the entire fiscal year, and agree to these terms. I have enclosed a check in the amount of \$2,500 made payable to 'Alabama State Health Planning and Development Agency' to cover the cost of the change of ownership

YES NO The above Purchaser and Seller have agreed to these purchase terms.

Purchaser Signature: Christen Boy
 Title/Date: Board Chairperson July 13, 2015



May 22, 2015

Prince Chestnut, Esq.
Chestnut Law Office
P.O. Box 628
801 Alabama Avenue
Suite 240
Selma, AL 36702

Michele P. Madison
404-504-7621
mmadison@mmmlaw.com
www.mmmlaw.com

Re: Hill Hospital

Dear Prince:

Please find enclosed herewith a signed and executed Certification of Information by James Burnette. As you are aware, James Burnette is the Chief Executive Officer of Hospital Solutions of Sumter County II, LLC ("Hospital Solutions"). As we have discussed, Hospital Solutions had previously managed Hill Hospital of Sumter County ("Hill Hospital"). As part of that process, it appears that Hospital Solutions also obtained the Certificate of Need for the Hill Hospital.

Hospital Solutions has not managed, had any duties, responsibilities nor been involved with Hill Hospital since March 1, 2014. Accordingly, as requested, Mr. Burnette, on behalf of Hospital Solutions is hereby providing confirmation that he is willing to transfer the Certificate of Need to Hill Hospital of Sumter County. We understand that this form is being required by the State although it does not necessarily apply to the arrangement wherein Hospital Solutions managed the hospital. However, in an effort to collaborate and assist the hospital, Mr. Burnette is willing to sign and execute the document to facilitate the transfer of the Certificate of Need officially to Hill Hospital of Sumter County. Mr. Burnette is not receiving any consideration from the hospital in signing and executing the documents that have been requested by the State Health Planning and Development Agency. Through this certification, Mr. Burnette is confirming that he has provided all of the information to Hill Hospital of Sumter County with regard to its financials and has left all material records and information with the hospital. Accordingly, the hospital should be able to operate and continue its services without interruption.

MORRIS, MANNING & MARTIN, LLP

Prince Chestnut, Esq.

May 22, 2015

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If you need any additional information, please feel free to contact me. Thank you for your time and consideration.

Sincerely yours,



Michele P. Madison

MPM/cah

Enclosure

cc: James Burnette

33. Enforceability and Severability of Restrictive Covenants.

(a) In the event Landlord breaches or threatens to breach the provisions set forth in the restrictive covenants set forth in paragraphs 32 and 33 above (the "Restrictive Covenants"), Landlord acknowledges that Tenant will be irreparably harmed and that monetary damages shall be an insufficient remedy to Tenant. Therefore, Landlord consents to enforcement of the Restrictive Covenants by means of a restraining order, a temporary or permanent injunction or other similar remedy in order to specifically enforce said provisions, and other appropriate equitable relief in any competent court, in addition to any other remedies Tenant may have under this Lease at law or at equity. In the event that Tenant seeks an injunction hereunder, the Landlord waives any requirement that Tenant post a bond or any other security.

(b) If any of the Restrictive Covenants set forth above are deemed to be invalid or unenforceable based on scope, duration, territorial effect or otherwise, the Parties agree and acknowledge that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

34. Termination.

(a) The Parties may terminate this Lease at any time upon the mutual written consent of both Parties.

(b) Except as otherwise provided in this Lease, Tenant may terminate this Lease for any reason upon six (6) months prior written notice to Landlord of its intent to terminate this Lease. In the event Tenant terminates this Lease pursuant to this subparagraph, Tenant covenants to pay, monthly, all Monthly Payments that shall come due under this Lease for a period of six (6) months following the provision of such notice, as the same would have become due as set forth in the Lease. Following the payment of such six (6) months' Monthly Payments, Tenant shall have no further obligation to Landlord.

(c) On the termination or expiration of this Lease, any monies remaining in the Repair and Replacement Account shall become the sole property of the Landlord but may only be used by Landlord for payment of ordinary expenses of operating and maintaining the hospital.

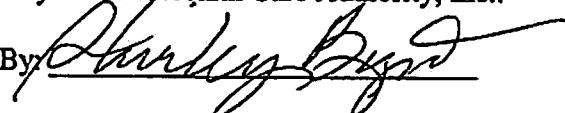
(d) Upon termination of this Lease, the Certificate of Need (CON) will be automatically be returned to the Lessor.

35. General Provisions.

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Lease, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below their respective executions hereof, or to such other numbers as are specified by written notice

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

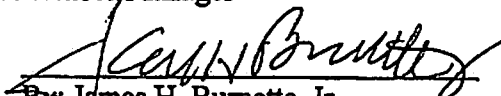
City of York Health Care Authority, Inc.:

By: 

Name: Shirley Byrd
Title: Chairman, Board of Directors

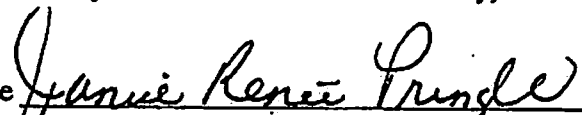
Hospital Solutions of Sumter County II, LLC:

By: Hospital Solutions Holdings, LLC
Its: Member/Manager

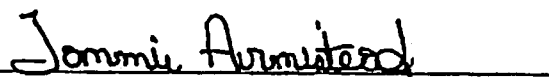


By: James H. Burnette, Jr.
Its: Member/Manager

Members of City of York Health Care Authority, Inc.

Signature 

Printed Name: Janice Renee Pringle

Signature 

Printed Name: Tommie Armistead

Signature 

Printed Name: Merendy Campbell

Signature _____

Printed Name: _____