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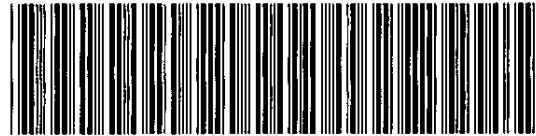
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2014 MAR 27 PM 3:44
TALLAHASSEE, FLORIDA
RECEIVED
DEPARTMENT OF STATE
14 MAR 27 8:24 AM

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC
Name of Limited Liability Company

FILED
2014 MAR 27 PM 3:44
CLERK OF STATE
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

The enclosed Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

F. PHILIP BLANK

Name of Person

F. PHILIP BLANK, P.A.

Firm/Company

204 SOUTH MONROE STREET

Address

TALLAHASSEE, FL 32301

City/State and Zip Code

phil@blanklaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

F. Philip Blank

at (850) 681-6710

Name of Person

Area Code

Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

STATEMENT OF AUTHORITY

FILED

Pursuant to section 605.0302, Florida Statutes, SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC. files this Statement of Authority.

The name of the limited liability company is SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC.

The street and mailing addresses of the limited liability company is 1643 NW 136th Avenue, Bldg H., 2nd floor, Sunrise, Florida 33323.

The members of the limited liability company are the North Broward Hospital District and the South Broward Hospital District.

No member may take any action on behalf of or in the name of the limited liability company except as provided for in the Interlocal Cooperation Agreement dated March 26, 2014, a copy of which is attached hereto (the "ICA"). Please note Section 3.2 of the ICA regarding "Major Decisions."

The Manager of the limited liability company may take any action on behalf of or in the name of the limited liability company except as provided in the ICA. Please note Section 3.2 of the ICA regarding "Major Decisions."

This Statement of Authority is effective March 26, 2014.

NORTH BROWARD HOSPITAL DISTRICT

By: Frank P. Nask
Frank P. Nask
President and Chief Executive Officer

Date: 3-26-14

SOUTH BROWARD HOSPITAL DISTRICT

By: Frank V. Sacco
Frank V. Sacco
President and Chief Executive Officer

Date: 3/26/14

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made as of the 26 day of March, 2014 (the "Effective Date"), by and between the NORTH BROWARD HOSPITAL DISTRICT (the "NBHD") and the SOUTH BROWARD HOSPITAL DISTRICT (the "SBHD"). The NBHD and the SBHD are collectively referred herein as the Parties and sometimes individually may be referred to as a Party.

WITNESSETH:

Background

Pursuant to the Florida Interlocal Cooperation Act, section 163.01, Florida Statutes, in 1998, the Public Health Trust of Miami-Dade County (the "TRUST"), the NBHD, and the SBHD entered into an Interlocal Cooperation Agreement to facilitate the management of contracts with the State of Florida to provide managed care services to Medicaid recipients in Broward and Miami-Dade counties. To accomplish this, the Interlocal Cooperation Agreement established a general partnership which operates the SOUTH FLORIDA COMMUNITY CARE NETWORK ("the Network"). The Network is a fictitious named entity as provided by law. The Interlocal Cooperation Agreement was amended on January 31, 2003 and on January 28, 2014, when the TRUST resigned as a signator of and as a party to the Interlocal Cooperation Agreement and as a partner of the general partnership.

The Network provides services to Medicaid recipients in Broward and Miami-Dade counties pursuant to a contract with the State of Florida Agency for Health Care Administration ("AHCA") (Contract No. FA993), and services to Children's Medical Services recipients participating in Title XIX (42 U.S.C. §§ 1396 – 1396w-5.) and Title XXI (42 U.S.C. §§ 1397aa –

1397mm) pursuant to contracts with the State of Florida Department of Health ("DOH") (Contract Nos. COQON and COQTH).

On February 4, 2014, in accordance with AHCA's ITN 026-12/13, the Network entered into a new contract with AHCA (Contract No. FP 019) to provide services to Medicaid recipients only in Broward County. The services to be provided by the Network pursuant to this contract will begin on July 1, 2014. At that time, Contract No. FA993 will terminate.

The Parties also operate entities that provide third party administration ("TPA") services and administrative functions. The Parties may enter into agreements related to such services as the Parties may deem appropriate to generate efficiencies and savings to the Parties in existing and future managed care contracts, and may choose to establish and operate such other entities as they may deem appropriate to carry out the powers and duties granted to the respective Code governing each Party.

NOW, THEREFORE, in consideration of the mutual promises made by the Parties to each other, as well as other valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. Terms used in this Agreement shall have the following meanings:

- (a) "Act" means the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, as amended from time to time.
- (b) "Agency" means a public agency as defined in the Act.
- (c) "Code" means the codification of statutes, special acts, ordinances and bylaws governing each Party.

(d) "Covered Lives" means persons who are eligible for covered services pursuant to a Provider Agreement.

(e) "Network" means the South Florida Community Care Network.

(f) "Party" or "Parties" means the NBHD and the SBHD, and any other agency becoming a Party pursuant to the terms of this Agreement.

(g) "Payor" means AHCA, the Florida Department of Health, health maintenance organizations and other governmental and private managed care providers that have or may enter into agreements with the Network or with other entities that may be established by the Parties to arrange for the provision of health care services to Covered Lives or provide TPA or administrative services.

(h) "Service Area" means Broward County, Florida.

ARTICLE 2 GENERAL PROVISIONS

2.1 **Location.** The principal offices of the Network and any other entity established by the Parties pursuant to this Agreement shall be located at such location or locations as the Parties may decide.

2.2 **Term.** The term of this Agreement shall commence on the Effective Date. The existence of the Network or any other entity established by the Parties pursuant to this Agreement shall continue unless sooner dissolved as provided in Articles 7 and 8 of this Agreement.

2.3 **Non-Exclusive.** This Agreement shall not preclude any Party from engaging in any other business activities whatsoever.

2.4 Additional Parties. The Network, and any other entity established by the Parties pursuant to this Agreement shall not admit any additional parties unless all the then-existing Parties agree in writing in advance.

ARTICLE 3 MANAGEMENT OF THE NETWORK AND OTHER ENTITIES

3.1 All powers conferred upon the Network or any other entity established by the Parties pursuant to this Agreement may be delegated to employees or agents of the Network, or such entity, subject to the supervision of the Parties.

3.2 Major Decisions. No act shall be taken, sum expended, decision made or obligation incurred by the Network or any other entity established by the Parties pursuant to this Agreement, or any Party with respect to a matter affecting the Network or any other entity established by the Parties pursuant to this Agreement within the scope of any of the major decisions enumerated below ("Major Decisions"), unless and until the same has been unanimously approved in writing or by resolution of the Parties. The Major Decisions shall include:

- (a) entering into agreements with Payors;
- (b) entering into contracts obligating the Network or any other entity established by the Parties pursuant to this Agreement, or otherwise incurring expenditures in excess of Four Hundred and Fifty Thousand Dollars (\$450,000.00) relating to the Network or any other entity established by the Parties pursuant to this Agreement; provided, however, that this provision shall not apply to provider contracts;
- (c) agreeing to the compensation and other benefits payable to any employee of the Network or any other entity established by the Parties pursuant to this Agreement earning in excess of Four Hundred and Fifty Thousand Dollars (\$450,000);

- (d) the acquisition, creation or divestiture of health care entities;
- (e) the admission of additional parties in the Network or any other entity established by the Parties pursuant to this Agreement;
- (f) approving all budgets of the Network or any other entity established by the Parties pursuant to this Agreement;
- (g) entering into and approving the terms of any agreements with any Party or affiliates of any Party relating to the Network or any other entity established by the Parties pursuant to this Agreement;
- (h) acquiring any land or other real property or interest therein, including any leasehold interest relating to the Network or any other entity established by the Parties pursuant to this Agreement;
- (i) selecting or changing the independent certified public accountant providing services to the Network or any other entity established by the Parties pursuant to this Agreement; and
- (j) creating additional subsidiaries.

3.3. Notwithstanding paragraph 3.2 above, "Major Decisions" that relate to the administration or performance of a contract will *not* require unanimous approval of both Parties if one of the Parties decides not to participate in such contract (the "non-participating Party"). Instead, such decisions shall require the approval of the respective Party that chooses to participate in such contract (the "participating Party"). In such event, the participating Party shall agree to hold harmless the non-participating Party from any and all loss, claims, demands, suits or other action, or any liability for those decisions identified in this paragraph. In addition, in such event, the Capital Contributions, Capital Commitments and

Capital Accounts shall be adjusted to reflect the decisions made by the Parties pursuant to this provision.

3.4 Compensation and Reimbursement of Parties. The compensation and reimbursement for services provided by the Parties to the Network or any other entity established by the Parties pursuant to this Agreement may vary from Payor to Payor. Each Party shall be entitled to the payments due that Party pursuant to the terms of such agreements. No payments shall be made to the Parties other than compensation under such agreements, or as distribution of any surplus, unless determined by the Parties.

3.5 Scope of Authority

3.5.1 No Party shall, without the consent of the other Party, take any action on behalf of or in the name of the Network or any other entity established by the Parties pursuant to this Agreement, or enter into any commitment or obligation binding upon the Network or any other entity established by the Parties pursuant to this Agreement except as expressly provided for in this Agreement.

3.5.2 The Network, or any other entity established by the Parties pursuant to this Agreement; shall not take any action on behalf of or in the name of any Party, or enter into any commitment or obligation binding any Party, unless (a) the actions are authorized by that Party, and (b) the actions are expressly provided for in this Agreement.

3.5.3 Each Party shall hold harmless and indemnify the other Party for losses, damages, costs, expenses, claims, and causes of action, including, without limitation, attorney fees at trial and all appellate levels, caused by the breach of this Agreement or the negligence or other wrongful acts of the other Party, or the agents and employees of the other Party acting or failing to act within the scope of their duties. Without limitation of the foregoing, each Party

shall be solely responsible for losses, damages, costs, expenses, claims, and causes of action arising from or related to the operation of that Party's own operations.

3.5.4 Nothing in this Agreement shall operate to waive or increase on the part of the Network, or any other entity established by the Parties pursuant to this Agreement, or any Party, or any director, officer, agent or employee of a Party or the Network or any other entity established by the Parties pursuant to this Agreement any immunity under section 768.28, Florida Statutes, or sovereign immunity, or to waive or otherwise increase the limits of liability under section 768.28, Florida Statutes.

ARTICLE 4 FINANCIAL MATTERS

4.1 Capital accounts and contributions, and the allocation of surpluses or deficits shall be as determined by the Parties. Any surplus or deficits shall be credited or debited to each Party as soon as practicable after the close of each fiscal year or as otherwise may be agreed by the Parties.

4.2 Reserves. The Network and any other entity established by the Parties pursuant to this Agreement shall establish and maintain such reserve accounts and may deposit therein, from time to time, such amounts as the Parties shall determine as reasonably necessary for working capital of the Network or any other entity established by the Parties pursuant to this Agreement for paying the obligations of the Network or any other entity established by the Parties pursuant to this Agreement as they become due or for any other contingency of the Network or such entity.

4.3 The Network and any other entity established by the Parties pursuant to this Agreement shall provide each Party with (i) an annual audit of the financial statements within ninety (90) days after the end of each fiscal year of the Network or such entity during the term

of this Agreement, or at such other time as may be established by the Parties, and (ii) unaudited monthly statements, consisting at least of an income and expenditure statement, a statement of capital expenditures and a statement of changes in financial position, plus such monthly statements on a year to date basis and on a comparative basis with the Network's or the entity's budget for the year and with the applicable period of the prior year, not later than ten (10) days after the end of the period to which statements relate.

4.4 The Network and any other entity established by the Parties pursuant to this Agreement shall cause income tax returns and financial reports, if any, for the Network or such entity to be prepared and timely filed with the appropriate authorities. The Network and such entities shall also cause to be prepared and timely filed, with the appropriate federal and state regulatory administrative bodies, all reports and other filings required to be filed with such entities under then current applicable laws, rules and regulations. The Parties shall be provided with a copy of any such report upon reasonable request.

4.5 The Network or any other entity established by the Parties pursuant to this Agreement shall submit to the Parties such further reports on its activities as any of the Parties may reasonably request from time to time.

4.6 Each Party, individually or through its officers, employees, counsel, independent auditors or other representatives, shall have free and full access at reasonable times to all books, records and properties of the Network and any other entity established by the Parties pursuant to this Agreement.

4.7 Each Party shall have the right to have its respective accountants perform an independent audit of the books, records and properties of the Network and any other entity

established by the Parties pursuant to this Agreement. The cost of such independent audit shall be borne by the Party who has requested the audit.

ARTICLE 5 REGULATORY MATTERS

5.1 Regulatory Compliance. The parties recognize that this Agreement is at all times subject to applicable state, local and federal laws and regulations, as amended, and hereby agree to comply with all requirements of such laws and regulations.

5.2 Tax Exempt Status. The Parties are tax-exempt entities pursuant to Section 501 (c) (3) of the Internal Revenue Code. The Network shall take no action causing the tax exempt status of any Party to be jeopardized.

5.3 Codes. The Network and any other entity established by the Parties pursuant to this Agreement shall take no action which may violate the Code of any Party.

5.4 Financial Obligations. Except as specifically authorized in this Agreement and/or in any instrument described therein, the Network or any other entity established by the Parties pursuant to this Agreement shall not, in any way, obligate a Party financially.

ARTICLE 6 NOTICES

6.1 All notices required or permitted under this Agreement shall be in writing and shall be given by personal delivery, registered or certified mail, telegram, telex, telefax, or by other telegraphic communication, and shall be deemed to have been received on the date of actual receipt or upon the date receipt was refused.

6.2 Notices shall be forwarded to the Parties at addresses set forth below:

North Broward Hospital District: Broward Health
303 SE 17th Street
Fort Lauderdale, Florida 33316
Attention: Frank Nask, President /CEO

with a copy to: Donald J. Doody, Esq
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

South Broward Hospital District: Memorial Healthcare System
3501 Johnson Street
Hollywood, FL 33021
Attention:

with a copy to: Memorial Healthcare System
3329 Johnson Street
Hollywood, FL 33021
Attention: General Counsel

6.3 Any Party may change the address to which notices hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

ARTICLE 7 DISSOLUTION

7.1 The Network and any other entity established by the Parties pursuant to this Agreement shall dissolve, and the Parties shall commence winding up and liquidating the Network and such entity, upon the occurrence of any of the following (each a "Liquidating Event"):

- (a) upon vote of the Parties; or
- (b) any termination of this Agreement; or
- (c) cessation of business activities; or

(d) the occurrence of any event which shall result in the dissolution of the Network or such entity pursuant to law or the provisions of this Agreement; or

(e) the happening of any event that makes it unlawful for all or substantially all of the business of the Network or such entity to be continued if such illegality is not cured within ninety (90) days after notice is given to the Network and such entity and their respective equity owners of the happening of such event.

ARTICLE 8 WINDING UP

8.1 Upon the occurrence of a Liquidating Event, the Network or any other entity established by the Parties pursuant to this Agreement shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Parties. No Party shall take any action that is inconsistent with winding up the Network's or such entity's business and affairs.

8.2 The Parties shall be responsible for overseeing the winding up and liquidation of the Network or any other entity established by the Parties pursuant to this Agreement, shall take full account of the Network's or such entity's liabilities and property, if any, shall, subject to the terms and conditions of this Agreement, cause the property, if any, to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds therefrom, to be distributed in the following order:

(a) First, to the payment and discharge of all of the Network's or such entity's debts and liabilities to creditors other than to Parties;

(b) Second, to the payment and discharge of all of Network's or such entity's debts and liabilities to Parties; and

(c) The balance, if any, to the Parties in accordance with their respective equity ownership interests and any appropriate adjustments.

8.3 Upon the agreement of the Parties, distributions to Parties under this Article may be made in kind based on the fair market value of such property as of the date of distribution.

ARTICLE 9 HEADINGS

9.1 The descriptive headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

ARTICLE 10 SEVERABILITY

10.1 Each provision is severable from this Agreement and, if one or more provisions are declared invalid, such provision(s) shall be deemed not have been written, and the remaining provisions shall nevertheless remain in full force and effect. If any provision of this Agreement is so broad, in scope or duration or otherwise, as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

ARTICLE 11 BINDING EFFECT AND ASSIGNMENT

11.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party or Parties except as otherwise stated herein.

ARTICLE 12 CONFIDENTIALITY

12.1 Except as required by law, no Party shall disclose or use in competition any confidential information or trade secrets communicated to it by the other Party, whether before

or during the performance of this Agreement, or of which it otherwise becomes aware, without obtaining the prior written consent of the other Party.

ARTICLE 13 ENTIRE AGREEMENT

13.1 This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements of the Parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing specifically referring to this Agreement and executed by all Parties.

ARTICLE 14 CONSTRUCTION

14.1 This Agreement has been prepared jointly by, and is the product of negotiations between Parties, and, accordingly, shall not be interpreted more strictly against any one Party.

ARTICLE 15 COUNTERPARTS

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 16 NON-WAIVER

16.1 Any delay or failure to enforce at any time any provision of this Agreement, or to require at time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement, or any part thereof, or the right of either Party thereafter to enforce each and every such provision in accordance with the terms of this Agreement. No waiver of any provision of this Agreement

shall be affective unless in writing and signed by the Party against whom such waiver is to be enforced.

**ARTICLE 17
COMPLIANCE WITH ACT**

17.1 Notwithstanding any other provisions contained herein, no acts of the Network or any other entity established by the Parties pursuant to this Agreement shall be authorized which are in violation of the Act.

**ARTICLE 18
OTHER PROVISIONS**

18.1 The Parties agree to be bound by the provisions of paragraphs 3 through 13 of the Second Amended Interlocal Agreement dated January 28, 2014, a copy of which is attached as Exhibit A.

18.2 To the extent any provision of this Agreement conflicts with any provision of the Interlocal Cooperation Agreement for Managed Care Services made as of March 25, 1998, the Amended Interlocal Cooperation Agreement for Managed Services dated January 31, 2003, or the Second Amended Interlocal Cooperation Agreement for Managed Services dated January 28, 2014, the provisions of this Agreement shall control.

In Witness Whereof, the Parties have executed this Interlocal Cooperation Agreement effective as of 2 day of March, 2014.

NORTH BROWARD HOSPITAL DISTRICT

By: Frank P. Nask
Frank P. Nask
President and Chief Executive Officer

Date: 3-26-14

Approved as to Legal Form and Sufficiency:

By: Donald J. Doody
General Counsel
North Broward Hospital District

Date: March 26, 2014

STATE OF FLORIDA

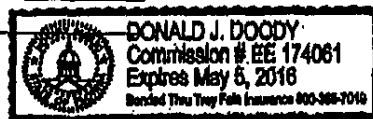
COUNTY OF BROWARD

Sworn to and subscribed before me this 26 day of March, 2014,
by Frank P. Nask.

(Notary Seal)

Donald J. Doody
Notary Public
Name of Notary Typed, Printed or Stamped

Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____



SOUTH BROWARD HOSPITAL DISTRICT

By:

Frank V. Sacco
Frank V. Sacco
President and Chief Executive Officer

Date:

3/26/14

Approved as to Legal Form and Sufficiency:

By:

Karen Day
General Counsel
South Broward Hospital District

Date:

3/26/14

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to and subscribed before me this 26 day of March, 2014,
by Frank V. Sacco.

(Notary Seal)

Linda M. Cerreta
Notary Public
Name of Notary Typed, Printed or Stamped

Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____



**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
FOR MANAGED CARE SERVICES**

THIS SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT is made as of the 28th day of January, 2014, and is entered into between and among the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA (the "TRUST"), the NORTH BROWARD HOSPITAL DISTRICT (the "NBHD"), and the SOUTH BROWARD HOSPITAL DISTRICT (the "SBHD"). This Second Amendment is intended to amend the Interlocal Cooperation Agreement for Managed Care Services (the "Interlocal Cooperation Agreement") made on March 25, 1998, which established the SOUTH FLORIDA COMMUNITY CARE NETWORK (the "NETWORK"), as amended on January 31, 2003. The TRUST, the NBHD and the SBHD are collectively referred herein as the Parties and sometimes individually may be referred to as a Party.

Background

Pursuant to the Florida Interlocal Cooperation Act, section 163.01, Florida Statutes, in 1998, the TRUST, the NBHD, and the SBHD entered into the Interlocal Cooperation Agreement to facilitate the management of contracts with the State of Florida to provide managed care services to Medicaid recipients in Broward and Miami-Dade counties. To accomplish this, the Interlocal Cooperation Agreement establishes a general partnership which operates the NETWORK. The NETWORK operates as a fictitious named entity as provided by law. The Interlocal Cooperation Agreement was amended on January 31, 2003.

At the time of this Amendment, the NETWORK provides services to Medicaid recipients in Broward and Miami-Dade counties pursuant to a contract with the State of Florida Agency for Health Care Administration (the "Agency") (Contract No. FA993) and services to Children's Medical Services recipients participating in Title XIX (42 U.S.C. §§ 1396 - 1396w-5.) and Title XXI (42 U.S.C. §§ 1397aa - 1397mm) pursuant to contracts with the State of Florida Department of Health ("DOH") (Contract Nos. COQON and COQTH).

The NETWORK has been informed that the Agency intends to terminate Contract No. FA993 and enter into a new contract with the NETWORK which will cover managed care services only in Broward County in accordance with the Agency's ITN 026-12/13. The Agency has informed the NETWORK that it will not enter into a new contract with the NETWORK for managed care services in Miami-Dade County.

As a result, the Parties find it prudent to enter into this Amendment. The Parties intend that this Amendment recognize that the TRUST will not continue to be a Party to the Interlocal Cooperation Agreement, will not continue to be a partner of the general partnership, and will not be required to maintain certain responsibilities or liabilities incurred by the parties, but will continue to operate the Sub-Network in Miami-Dade County pursuant to Contract No. FA993 until its planned termination estimated to be effective July 1, 2014 and will continue to operate the Sub-Network in Miami-Dade and Monroe Counties pursuant to Contract No. COQTH until February 28, 2014, pursuant to the Administrative Services Agreement between the NETWORK and the TRUST as amended on December 23, 2013.



NOW, THEREFORE, in consideration of the mutual promises made by the Parties to each other, as well as other valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The TRUST hereby resigns as a signator of and as a party to the Interlocal Cooperation Agreement.
2. The TRUST resigns as a partner of the general partnership doing business as the SOUTH FLORIDA COMMUNITY CARE NETWORK effective as of the date of this Amendment.
3. The TRUST shall continue to operate the NETWORK's Sub-Network in Miami-Dade County as such operations exist as of the date of this Amendment, and until Contract No. FA993 is terminated, or until the TRUST notifies the remaining Parties and the Agency that the TRUST no longer wishes to continue to operate the Sub-Network in Miami-Dade County, whichever occurs first.
4. The provisions relating to the allocation of Capital Contributions, Capital Commitments, Capital Accounts, and Surpluses and Deficits, of the Parties, and Financial Matters, as provided for in Article 3 of the Interlocal Cooperation Agreement shall continue in effect with respect to the TRUST until the execution of this Amendment, but thereafter shall continue in all respects solely with respect to NBHD and SBHD. Upon the TRUST's resignation from the NETWORK and the execution of this Amendment, the NETWORK's accounting firm shall prepare an accounting of the assets, liabilities, and Capital Accounts of the NETWORK and the Parties as of the date this Amendment is executed and submit its accounting to the NETWORK and the Parties no later than ninety (90) days after that date. Notwithstanding the execution of this Amendment, all Compensation and Reimbursement, or any other payment, reconciliation, or benefit due the TRUST, as a result of the TRUST's activities with or on behalf of the NETWORK or per the terms of Contract No. FA993 or Contract No. COQTH, shall remain due and payable to the TRUST. To the extent the allocation of funds, including expenses, are affected by this Amendment, the Parties shall adjust such allocations.
5. As of the date Contract No. FA993 is terminated, the NETWORK's accounting firm shall prepare a second accounting of any final amounts due to the TRUST from the NETWORK, or vice versa, and submit its accounting to the NETWORK and the Parties no later than ninety (90) days after that date.
6. The NETWORK's accounting firm shall allocate the assets, liabilities, and Capital Accounts of the NETWORK to assure that the costs incurred by the NETWORK in implementing the contract resulting from the Agency's ITN 026-12/13 are not borne by the TRUST.
7. If any Party contests any finding of the accounting prepared by the accounting firm, such Party shall notify the other Parties of the issue within 30 calendar days. Otherwise, the Parties agree to be bound by such accounting, and agree to make the necessary action to distribute the assets and allocate any liabilities as between the NETWORK and the TRUST in accordance with the accounting provided by the NETWORK accounting firm.



8. The obligations and liabilities of the TRUST as a signator of and as a party to the Interlocal Cooperation Agreement, and as a partner in the NETWORK shall cease as of the execution of this Amendment, with the exception of such obligations and liabilities with respect to the following matters:

- a. operations of the Sub-Network in Miami-Dade County in accordance with the obligations of the NETWORK under Contract No. FA993 until Contract No. FA993 is terminated, or until the TRUST notifies the remaining Parties and the Agency that the TRUST no longer wishes to continue to operate the Sub-Network in Miami-Dade County, whichever occurs first;
- b. operations of the Sub-Network in Miami-Dade and Monroe Counties pursuant to Contract No. COQTH until midnight February 28, 2014 as specified in the Administrative Services Agreement between the NETWORK and the TRUST as amended on December 23, 2013;
- c. maintenance of and compliance with public records required under contracts between the NETWORK, the Agency and DOH or required by the Interlocal Cooperation Agreement or other provision of law;
- d. amounts which are incurred but not reported to the Sub-Network's operations as of the date Contract No. FA993 is terminated and with respect to Contract No. COQTH, amounts which are incurred but not reported to the Sub-Network's operations as of February 28, 2014; and
- e. if the NETWORK is sanctioned by the Agency prior to or after the TRUST's resignation from the NETWORK for activities related to the Trust's operations of the Sub-Network in Miami Dade County per Contract No. FA993, the TRUST shall pay such sanctions provided the sanction is final. "Final" means that the sanction has been the result of final agency action by the Agency or DOH, after all administrative and legal remedies have been exhausted.

9. The provisions of the Administrative Services Agreement between the NETWORK and the TRUST as amended on September 1, 2013 and as amended on December 23, 2013 that relate to the obligations of the NETWORK and the TRUST shall continue in effect until Contract No. FA993 is terminated and for Contract No. COQTH until the obligations specified in the December 23, 2013 amendment have been fulfilled.

10. The Parties agree to execute all necessary documents to carry out the provisions of this Amendment.

11. The TRUST does not object to the NETWORK entering into the contract with the Agency resulting from ITN 026-12/13 to provide managed care services to Medicaid recipients in Broward County.

12. The Parties agree that Article 10 entitled "Dispute Resolution" contained in the Interlocal Cooperation Agreement dated January 31, 2003 shall continue to apply.



13. All notices required or permitted under this Amendment shall be in writing and shall be given by personal delivery, registered or certified mail, telegram, telex, telefax, or by other telegraphic communication, and shall be deemed to have been received on the date of actual receipt or upon the date receipt was refused.

a. Notices shall be forwarded to the Parties at addresses set forth below:

Public Health Trust of Miami-Dade County, Florida
Attn: Carlos Migoya
President & Chief Executive Officer
1611 NW 12th Avenue
Miami, FL 33136

With a copy to:
Laura Llorente, Esq.
Assistant County Attorney
Miami Dade County Attorney's Office
1611 NW 12th Avenue
Miami, FL 33136

North Broward Hospital District:
Attn: Frank P. Nask
President & Chief Executive Officer
303 Southeast 17th Street
Fort Lauderdale, FL 33316

With a copy to:
Donald J. Doody, Esq.
General Counsel's Office
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

South Broward Hospital District:
Attn: Frank V. Sacco
President & Chief Executive Officer
3501 Johnson Street
Hollywood, FL 33021

With a copy to:
Kimarie R. Stratos, Esq.
Senior Vice President and General Counsel
Memorial Healthcare System
3329 Johnson Street
Hollywood, FL 33021



- b. Any Party may change the address to which notices hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

14. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Amendment.

In Witness Whereof, the Parties have executed this Second Amendment to the Interlocal Cooperation Agreement for Managed Care Services effective as of January 28, 2014.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: _____


Carlos Migoya
President and Chief Executive Officer

Date: _____

1/28/14

Approved as to Legal Form and Sufficiency:

By: _____


Miami-Dade County Attorney's Office
Public Health Trust of Miami-Dade County, Inc.

Date: _____

1-28-2014

NORTH BROWARD HOSPITAL DISTRICT

By: _____

Frank P. Nask
President and Chief Executive Officer

Date: _____

Approved as to Legal Form and Sufficiency:

By: _____

General Counsel
North Broward Hospital District

Date: _____

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PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Carlos Migoya
President and Chief Executive Officer

Date: _____

Approved as to Legal Form and Sufficiency:

By: _____
Miami-Dade County Attorney's Office
Public Health Trust of Miami-Dade County, Inc.

Date: _____

NORTH BROWARD HOSPITAL DISTRICT

By: Frank P. Nask
Frank P. Nask
President and Chief Executive Officer

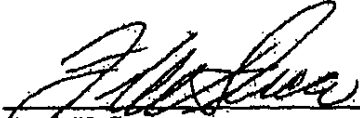
Date: 1-29-14

Approved as to Legal Form and Sufficiency:

By: Samuel P. Jones
General Counsel
North Broward Hospital District

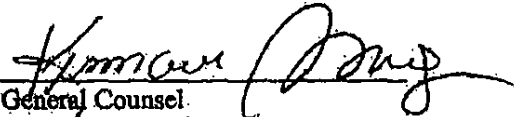
Date: 1/29/14

SOUTH BROWARD HOSPITAL DISTRICT

By: 
Frank V. Sacco
President and Chief Executive Officer

Date: 1/29/14

Approved as to Legal Form and Sufficiency:

By: 
General Counsel
South Broward Hospital District

Date: 1/29/14

