

N916000003821

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

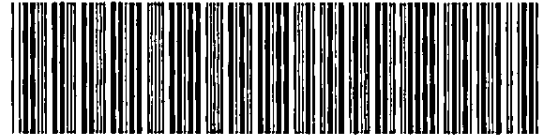
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

eff 10/1

Office Use Only



000303403190

09/22/17--01004--006 **43.75

FILED
17 SEP 21 AM 9:10
SECRETARY OF STATE
TALLAHASSEE FL 32304

And I
restate
SEP 22 2017

SAXON & FINK, LLP

2121 PONCE DE LEON BLVD.
SUITE 740
CORAL GABLES, FLORIDA 33134

(305) 371-9575

FAX (305) 371-8011

September 18, 2017

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

Via Federal Express

Re: Amended And Restated Articles of Incorporation for Bethesda Payroll
Services, Inc.

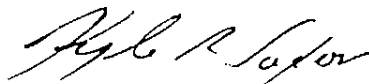
Ladies and Gentlemen:

Enclosed is the original and one copy of the Amended And Restated Articles of
Incorporation for Bethesda Payroll Services, Inc., which are submitted for filing.

Also enclosed is my firm check for \$43.75, payable to Florida Department of State, which
covers the filing fee and the cost of a certified copy. Please send me the certified copy in
the enclosed prepaid Federal Express envelope.

Please contact the undersigned if you have any questions regarding this filing.

Sincerely,



KYLE R. SAXON

FILED

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

17 SEP 21 AM 9:10

SECRETARY OF STATE
RELEASED 10/1/2021

BETHESDA PAYROLL SERVICES, INC.
(A Not-For-Profit Corporation)

ARTICLE I. NAME

The name of this Corporation is Bethesda Payroll Services, Inc., and it is located at 2815 S. Seacrest Blvd., Boynton Beach, Florida 33435.

ARTICLE II. PURPOSES

The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes within the intent and meaning of Section 501(c)(3) of the Internal Revenue Code of the United States (the "Code"). To carry out its purposes the Corporation shall provide and promote health care related services, including supporting the operations of Bethesda Health, Inc., a Florida not-for-profit corporation, Bethesda Hospital, Inc., a Florida not-for-profit corporation, and other Florida not-for-profit corporations affiliated with Bethesda Health, Inc.

Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Code or the corresponding provisions of any subsequently enacted provisions of the Code.

ARTICLE III. TERM OF EXISTENCE

The term of existence of the Corporation shall be perpetual unless and until the Corporation shall be dissolved in accordance with law.

ARTICLE IV. MEMBER

The sole member of the Corporation (the "Member") shall be Bethesda Health, Inc., a Florida not-for-profit corporation. The Member shall have those reserved rights and powers over the operation of the Corporation as are provided in these Articles of Incorporation and in the Bylaws of the Corporation.

ARTICLE V. BOARD OF DIRECTORS

The Corporation shall have not less than three (3) nor more than twelve (12) Directors, who shall be its Board of Directors (hereafter the "Board"). The qualifications, terms of office, and the manner in which a Director shall become a Director or be elected and continue in office shall be as follows:

(a) Directors. The members of the Board of Directors of the Corporation shall consist of individuals elected by the Board of Directors who are nominated by the Board of Directors of the Member and approved by the Board of Trustees of Baptist Health South Florida, Inc.

(b) Quorum. A quorum to conduct a meeting of the Board and for the transaction of any business shall consist of a majority of the Directors. The powers of the Directors, terms of office and manner of selection shall be delineated in the Bylaws of the Corporation.

(c) Removal. A Director may be removed from office, with or without cause, by majority vote of the Board of Directors of the Member, or by majority vote of the Board of Trustees of Baptist Health South Florida, Inc.

(d) No Remuneration. No Director shall receive or be entitled to receive from the Corporation any salary or remuneration of any kind, nature or character whatsoever for serving as a Director or for personal services in connection with the business of the Corporation, but may be reimbursed by the Corporation for actual expenses incurred and authorized by the Board.

(e) Minutes. Minutes of the meetings of the Board and the committees of the Board of Directors shall be kept. The minutes of the meetings of the Board and the committees of the Board shall be provided to each Director prior to the next regularly scheduled meeting of the Board. The minutes of the meetings of the Board and such other minutes, reports, records and information of the Corporation as may be requested shall be routinely furnished to the Board of Trustees of Baptist Health South Florida, Inc.

(f) Restrictions on Authority of the Board. The Board may not, without the prior approval of the Board of Trustees of Baptist Health South Florida, Inc.:

- (i) Adopt a plan of dissolution of the Corporation;
- (ii) Authorize the Corporation to engage in, or enter into, any transaction providing for the sale, mortgage or other disposition of all or substantially all of the assets of the Corporation;
- (iii) Adopt a plan of merger or consolidation of the Corporation with another corporation;
- (iv) Appoint or remove the independent auditors of the Corporation;

(v) Sell or mortgage any real property owned by the Corporation or acquire any real property on behalf of the Corporation; or

(vi) Adopt any annual operating or capital budget of the Corporation, or approve any changes thereto.

(g) Borrowing Authority. The right of the Corporation to borrow or incur indebtedness for any single loan or incurrence of indebtedness, and the right to pledge assets of the Corporation to secure such indebtedness, is expressly delegated and reserved to Baptist Health South Florida, Inc. Baptist Health South Florida, Inc. is irrevocably appointed as the agent of the Corporation for the purposes of borrowing on behalf of the Corporation, for the purposes of authorizing and issuing indebtedness on behalf of or in the name of the Corporation, and for the purpose of pledging assets of the Corporation to secure such indebtedness. Baptist Health South Florida, Inc. is expressly authorized to obligate the Corporation on such borrowings and indebtedness, to pledge assets of the Corporation to secure such indebtedness, and to execute and deliver on behalf of the Corporation all documents evidencing such borrowings and indebtedness, and such security instruments. No further authorization, confirmation, resolution or action of any type is required by the Board of Directors with respect to such borrowings or indebtedness, or such pledge of assets. All persons dealing with Baptist Health South Florida, Inc. in connection with any borrowings or indebtedness incurred by or on behalf of the Corporation through the actions of Baptist Health South Florida, Inc., or the pledge of assets of the Corporation by Baptist Health South Florida, Inc., shall be entitled to rely upon the authorization and delegation of rights conferred hereby, and shall not be required to make any inquiry upon the Corporation regarding the authority of Baptist Health South Florida, Inc. to borrow or incur indebtedness on behalf of or in the name of the Corporation, or to pledge assets of the Corporation.

(h) Management Agreement. The Corporation shall enter into a management agreement with Baptist Health South Florida, Inc. (hereafter the "Management Agreement") which (i) grants to Baptist Health South Florida, Inc. the right to employ and appoint the Chief Executive Officer; (ii) provides that the Chief Executive Officer shall have all powers usual and customary for such officer including, but not limited to, the right to appoint officers, the right to hire employees, the right to determine compensation and benefit levels for officers and employees, the right to designate job tasks and responsibilities, and the right to terminate employment; and (iii) provides for reimbursement of costs and expenses incurred by Baptist Health South Florida, Inc. or its affiliates in performing the management and operational functions as provided in these Articles of Incorporation, in the Bylaws of the Corporation, in the Management Agreement, and pursuant to policies adopted by the Board of Trustees of Baptist Health South Florida, Inc. The Management Agreement shall not be terminable by the Corporation without the written consent of Baptist Health South Florida, Inc.

(i) Liability. No Director shall be held personally liable or responsible for any action taken or not taken by the Board acting under the provisions of or in the manner authorized by these Articles of Incorporation or the Bylaws of the Corporation, nor for any action taken or not taken by the Board or by any Director in the reasonable belief that the action taken or the failure to act is taken under the provisions of or in the manner authorized by these Articles of Incorporation or the Bylaws of the Corporation. The defense of any legal, equitable or other action, suit or proceeding brought against a Director, either individually or as Director, because or as a result of any action taken or not taken by the Board or by any individual Director, shall be conducted by counsel for the Corporation, unless the action, suit or proceeding is brought by or in behalf of the Corporation.

(j) Indemnity. To the fullest extent permitted by law, the right of a Director to be indemnified as provided in these Articles of Incorporation shall include the right to be advanced amounts by the Corporation for the reasonable costs and expenses necessary for the Director to defend against an action, suit or proceeding. The Corporation shall have the right to seek repayment of such costs and expenses if the Director is adjudged to have been guilty of gross negligence or willful misconduct in the performance of the Director's duty to the Corporation, or if repayment is otherwise required by law. The Corporation shall, to the fullest extent permitted by law, indemnify any Director made a party to any action, suit or proceeding whether civil or criminal, against all reasonable costs and expenses (including, but not limited to reasonable attorneys' fees, court costs and expenses incurred in the course of attending trials, conferences, depositions, hearings and meetings), judgments, settlements, fines or penalties arising out of a Director's or the Board's act or failure to act, provided such act or failure to act is taken under the provisions of or in a manner authorized by these Articles of Incorporation or the Bylaws, or is taken by the Board or a Director in the reasonable belief that the action or the failure to act is taken under the provisions of or in the manner authorized by these Articles of Incorporation or the Bylaws. This right to indemnification shall continue as to a Director who ceases to be a Director and shall inure to the benefit of the Director's personal representative and heirs, and shall apply to any action, suit or proceeding against a Director by reason of the Director being or having been a Director or an officer of the Corporation, or a director, or trustee or officer of any other corporation which the Director served as such at the request of the Corporation. The right to indemnification as provided in these Articles of Incorporation shall not apply to matters as to which a Director is adjudged to have been guilty of gross negligence or willful misconduct in the performance of the Director's duty to the Corporation, or where such indemnification is prohibited by law. The Corporation shall, to the extent permitted by law, indemnify any Director made a party to any action, suit or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal, brought to impose a liability or penalty on such Director for an act alleged to have been committed by such Director in the capacity of Director or as an officer of the Corporation, or in the capacity of a director, trustee or officer of any other corporation which such Director served as such at the request of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses.

including but not limited to attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding, or any appeal therein, if such Director acted in good faith in the reasonable belief that such action was in the best interests of the Corporation, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such civil or criminal action suit or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere shall not in itself create a presumption that any Director did not act in good faith in the reasonable belief that such action was in the best interests of the Corporation or that such Director had reasonable ground for belief that such action was unlawful.

ARTICLE V. OFFICERS

(a) The Officers of the Board shall be a Chairperson, a Secretary and a Treasurer, as determined by the Board of Directors, each of whom shall be a Director.

(b) The Officers of the Board shall be elected at the annual meeting each year by the Directors in office at the time of the election, and shall take office immediately upon being elected.

(c) All such Officers of the Board shall hold office until the annual meeting of the Corporation, and until reelected or successor Officers are elected.

(d) The Chief Executive Officer of the Corporation shall be appointed by Baptist Health South Florida, Inc., in accordance with the Management Agreement. All other officers of the Corporation will be appointed pursuant to the Management Agreement. The recommendations of the Board will be considered in connection with the appointment of such other officers.

(e) Any Officer of the Board may be removed from office by majority vote of the Board of Trustees of Baptist Health South Florida, Inc. at any regular or special meeting or, subject to ratification by the Board of Trustees of Baptist Health South Florida, Inc., by majority vote of the entire Board at any regular or special meeting. Any other officer of the Corporation may be removed from office by the Chief Executive Officer pursuant to the Management Agreement or by majority vote of the Board of Trustees of Baptist Health South Florida, Inc. The recommendations of the Board will be considered in connection with the removal of an officer from office.

ARTICLE VI. PROPERTY, FUNDS AND INCOME

No part of the revenues or assets of the Corporation shall inure to the benefit or be distributed to its Directors, officers, or other private persons, except that the Corporation shall be

authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes herein set forth.

ARTICLE VII. POLITICAL ACTIVITY

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VIII. BYLAWS

The Bylaws of the Corporation may be made, amended or rescinded in any manner permitted by the Bylaws.

ARTICLE IX. AMENDMENTS

These Articles of Incorporation may be amended, rescinded or added to (i) by majority vote of the entire Board of Trustees of Baptist Health South Florida, Inc. at any regular or special meeting, or (ii) subject to ratification by the Board of Trustees of Baptist Health South Florida, Inc., by majority vote of the entire Board at any regular or special meeting; provided, that written notice of the proposed amendment or addition shall have been given to every member of the Board and to every member of the Board of Trustees of Baptist Health South Florida, Inc. at least fifteen (15) days in advance of the meeting. The amendment or addition ultimately adopted need not be in the exact form of the proposed amendment or addition but shall relate and be limited to the same subject matter.

ARTICLE X. DISSOLUTION

The Board of the Corporation, by majority vote of all of the Directors and upon written approval of the Board of Trustees of Baptist Health South Florida, Inc., may dissolve the Corporation.

ARTICLE XI. DISTRIBUTION UPON DISSOLUTION

Upon dissolution of the Corporation, all of its assets and properties then on hand, if any, shall be distributed to Baptist Health South Florida, Inc., provided, however, that should Baptist Health South Florida, Inc. be not then in existence, or in the event it does not then qualify as an exempt organization under Section 501(c)(3) of the Code, as the same may be amended, the said assets and properties of the Corporation shall be distributed to a not-for-profit corporation that

qualifies as an exempt organization under Section 501(c)(3) of the Code, as directed by the Board of Trustees of Baptist Health South Florida, Inc.

ARTICLE XII. AUTHORITY OF BAPTIST HEALTH SOUTH FLORIDA, INC.

Pursuant to the provisions of Section 617.0202(2)(i), Florida Statutes, the Corporation is subordinate to and subject to the authority of Baptist Health South Florida, Inc., a Florida not-for-profit corporation, to the extent provided in these Articles of Incorporation and in the Bylaws of the Corporation.

The effective date of these Amended and Restated Articles of Incorporation shall be October 1, 2017.

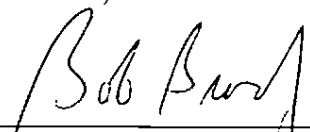
CERTIFICATE

These Amended and Restated Articles were duly adopted by the Board of Trustees of Bethesda Payroll Services, Inc. and the Board of Trustees of Bethesda Health, Inc., the sole Member of the Corporation, on August 30, 2017, and the number of votes cast for the Amendments by the Board of Trustees of the Corporation and by the Board of Trustees of the Member of the Corporation was sufficient for approval. The Amendments included in the Amended and Restated Articles of Incorporation have been adopted pursuant to Chapter 617, Florida Statutes and there is no discrepancy between the Articles of Incorporation as previously filed and amended and the provisions of these Amended and Restated Articles of Incorporation other than the inclusion of the Amendments adopted pursuant to Chapter 617, Florida Statutes.

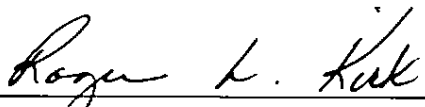
IN WITNESS WHEREOF, the undersigned Chairperson and Secretary of the Board of Trustees of the Corporation and the undersigned Chairperson and Secretary of the Board of Trustees of the Member have executed these Amended and Restated Articles of Incorporation on August 31, 2017, for the purpose of amending and restating the Articles of Incorporation of the Corporation. The undersigned certify that no actions have been taken since the vote of the Board of Trustees of the Corporation and the Board of Trustees of the Member of the Corporation to modify or rescind the adoption of the Amended and Restated Articles as provided herein and that said adoption remains in full force and effect.

(CORPORATE
SEAL)

Attest:



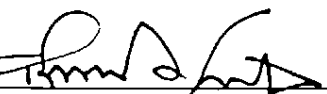
Bob Broadway, Secretary of the
Board of Trustees of Bethesda
Payroll Services, Inc.



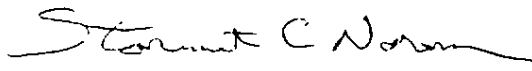
Roger L. Kirk, Chairperson of the Board of
Trustees of Bethesda Payroll Services, Inc.

(CORPORATE
SEAL)

Attest:



Thomas A. Smith, Secretary of the
Board of Trustees of Bethesda
Health, Inc.



Stormet C. Norem, Chairperson of the Board
of Trustees of Bethesda Health, Inc.

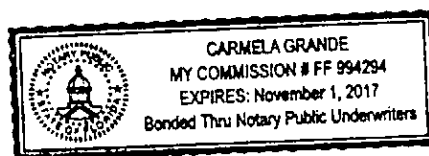
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by Roger L. Kirk and Bob Broadway, the Chairperson and Secretary, respectively of the Board of Trustees of Bethesda Payroll Services, Inc. They produced _____ as identification, or are personally known to me.



Notary Public, State of Florida

My Commission Expires:



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by Stormet C. Norem and Thomas A. Smith, the Chairperson and Secretary, respectively of the Board of Trustees of Bethesda Health, Inc. They produced _____ as identification, or are personally known to me.



Notary Public, State of Florida

My Commission Expires

