

FIRST AMENDMENT TO PUBLIC ENTITY FEDERALLY QUALIFIED HEALTH CENTER CO-APPLICANT AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) to PUBLIC ENTITY FEDERALLY QUALIFIED HEALTH CENTER CO-APPLICANT AGREEMENT (the “Agreement”), by and between the **North Broward Hospital District**, a special taxing district of the State of Florida (the “District”), and **Community Health Networks of Broward, Inc., a Florida not-for-profit corporation** (“CHN”), takes effect upon the date of the last signature of the parties to this Amendment (“First Amendment Effective Date”).

RECITALS

WHEREAS, The District and CHN entered into the Agreement effective as of October 28, 2021;

WHEREAS, Section 3.a. of the Agreement, consistent with Section 3 of Article V of the Bylaws of Community Health Networks of Broward, Inc. (the “CHN Bylaws”), requires that all members (“Directors”) of the Board of Directors of CHN be screened through a Level 2 background check as provided in § 435.04, Fla. Stat. (“Level 2 Background Check”);

WHEREAS, based on logistical matters and the needs of CHN, the Board of Directors of CHN on May 19, 2022 amended the CHN Bylaws to remove the requirement of a Level 2 Background Check and has requested an amendment to the Agreement to reflect the same;

WHEREAS, the Board of Commissioners of the North Broward Hospital District on July 27, 2022 agreed to amend the Agreement as set forth herein to reflect the changes to CHN’s Bylaws; and

WHEREAS, the parties agree to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- I. RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.
- III. AMENDMENTS:** The Agreement is hereby amended as follows:
 - A. Section 3.a.: CHN Board of Directors**

Subsection vi. of Section 3.a. of the Agreement is hereby deleted in its entirety and is replaced with the following.

 - vi. All members of the Board of Directors shall be vetted prior to serving on the Board. Such vetting shall include, but not be limited to, each member undergoing a standard criminal background check deemed satisfactory to

the District's Human Resources Department and federal and state exclusion screenings deemed satisfactory to the District's Corporate Compliance and Ethics Department. In no event may any individual serve as a member of the Board of Directors if such individual has been excluded, debarred, suspended, or otherwise rendered ineligible from participating in any state or federal health care program, or if such individual has been excluded, debarred, suspended, or rendered ineligible by the U.S. General Services Administration to receive federal contracts, subcontracts, and certain types of federal financial and non-Financial assistance and benefits as provided in the U.S. Government's System for Award Management or such other federal data bank housing such exclusion records.

- IV. SCRUTINIZED COMPANIES:** Pursuant to § 287.135(2), Fla. Stat., and unless otherwise authorized under state or federal law, by executing this Agreement, CHN is certifying that CHN has not been placed on the Scrutinized Companies that Boycott Israel List created pursuant to § 215.4725, Fla. Stat., and that CHN is not currently engaged in the boycott of Israel, and if the compensation provided to CHN in the Agreement is in excess of One Million (\$1,000,000.00) Dollars, CHN certifies that CHN has not been placed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Fla. Stat., and CHN is certifying that CHN has not engaged in any business operations in Cuba or Syria. CHN understands and agrees that the District may, at its option, terminate this Agreement immediately without cost, penalty or the imposition of damages if: (i) it is found that CHN has submitted a false certification while submitting a bid or proposal or prior to entering into or renewing the Agreement: (ii) it is found that CHN has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel; or (iii) the Agreement is in excess of One Million (\$1,000,000.00) Dollars and it is found that CHN has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria
- V. COUNTERPARTS:** This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.
- VI. ELECTRONIC SIGNATURE:** The District and CHN agree that this First Amendment or any other document necessary for the consummation of the transaction contemplated by the Agreement

may be accepted, executed, or agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida’s Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida’s Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either party in conformance with the foregoing laws.

VII. HEADINGS: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.

VIII. NO OTHER CHANGES: Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation and having read the terms contained herein to be effective as of the First Amendment Effective Date.

NORTH BROWARD HOSPITAL DISTRICT

COMMUNITY HEALTH NETWORKS OF BROWARD, INC.

By: _____
Shane Strum, President/CEO

By: _____
William Spencer, Chair of the Board

Date: _____

Date: _____