

SUMMARY OF REQUEST

DATE: October 27, 2021

FACILITY: Community Health Services

PROGRAM/PRODUCT LINE: Federally Qualified Health Center (FQHC)

REQUEST: To seek approval of a Co-Applicant Agreement of Federally Qualified Health Center (FQHC)

PURPOSE: To establish duties and responsibilities of the Co-Applicant Board for governance and operations, as set forth in the Agreement.

CAPITAL REQUIRED: None

FISCAL IMPACT: None

BUDGET STATUS: Not applicable.

LEGAL REVIEW: The Agreement is subject to General Counsel's review and approval as to legal form and conditioned on no material changes in the approved business terms.

APPROVED:  _____ **DATE:** 10/8/2021

Shane Strum, President/CEO BH

MEMORANDUM

TO: Board of Commissioners

FROM: Shane Strum, President/CEO BH

DATE: October 27, 2021

SUBJECT: To seek approval of a Co-Applicant Agreement of Federally Qualified Health Center (FQHC)

BACKGROUND

Community Health Services (“CHS”) Healthcare for the Homeless Program (“HCH Program”) of North Broward Hospital District d/b/a Broward Health (“Broward Health”) is seeking approval of a Co-Applicant Agreement with Community Health Networks of Broward Inc.

Broward Health’s HCH Program has been in existence since 1993 and has received Health Center funding from the Health Resources & Services Administration, U.S. Department of Health and Human Services (“HRSA”) via its Healthcare for the Homeless Grant for more than 20 years. The HCH Program provides primary and urgent medical care, diagnostic exams/ screenings, behavioral health counseling, vision care, prophylaxis, and emergency oral health services. The HCH Program is federally funded by HRSA under section 330 of the Public Health Services Act.

Broward Health in December of 2019 contracted with a third-party consultancy group to conduct a high-level review of its health centers. The findings indicated that, to maximize the federal funding of the Healthcare for the Homeless grant (the “Grant”) and ultimately to provide greater health care services to Broward Health’s patients, Broward Health should transition its CHS health centers to be designated as Federally Qualified Health Centers (“FQHC”)—a Medicare/Medicaid designation of the Centers for Medicare & Medicaid Services (CMS) pursuant to section 330 of the Public Health Service Act. The findings were presented to Board of Commissioners of North Broward Hospital District (the “Board”) on January 28, 2021 (Item #11.10) and the Board approved the consultant’s recommendation and authorized Broward Health to move forward with the transitioning of CHS’s health centers to an FQHC.

Because North Broward Hospital District has a 7-member board that is appointed by the Governor of Florida, it cannot meet the FQHC governance requirements of the Health Center Program administered by the Bureau of Primary Health Care of HRSA—particularly a governing board with independent authority and consisting of at least nine (9) members of which at least 51% of the health center board members are patients served by the health center who, as a group, represent the individuals who are served by the health center in terms of demographic factors, such as race, ethnicity, and gender. Because this is an issue that is not unique to Broward Health, HRSA has established another way for public agencies such as Broward Health to obtain FQHC status for its health centers. This is through the creation of a new entity that will be considered a “co-applicant” of the public agency that is the awardee of the Grant.

Accordingly, a new Florida Not For Profit corporation was established—Community Health Networks of Broward Inc.—which will be the co-applicant of Broward Health and, in concert with Broward Health, will administer the HCH Program. As part of the co-applicant requirements established by HRSA, Broward Health, as the awardee of the Grant, is required to enter into a “co-applicant agreement” that delegates the required authorities and functions to the co-applicant board and delineates the roles and responsibilities of Broward Health and the co-applicant in carrying out the HCH Program. The attached co-applicant agreement is being brought to the Board for approval because of this requirement.

ACTION/PROJECT DESCRIPTION

Broward Health is requesting the Board approve the Co-Applicant Agreement with Community Health Networks of Broward Inc.

FINANCIAL/BUDGETARY IMPACT

N/A

JUSTIFICATION

Approval of the Co-Applicant Agreement by the Board is a requirement of HRSA when establishing a co-applicant board to obtain FQHC designation.

STAFF RECOMMENDATION

Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District approve the attached Co-Applicant Agreement with Community Health Networks of Broward Inc. as presented.

**PUBLIC ENTITY FEDERALLY QUALIFIED HEALTH CENTER
CO-APPLICANT AGREEMENT**

This Public Entity Federally Qualified Health Center Co-Applicant Agreement (“Agreement”) is made and entered into as of the date of the last signature of the Parties to this Agreement (the “Effective Date”) by and between the **North Broward Hospital District (“District”)**, a special taxing district of the State of Florida and the **Community Health Networks of Broward, Inc., (“CHN”)**, a Florida not-for-profit corporation, (each a “Party” and collectively the “Parties”) to formalize the mutual understandings and agreements regarding the Parties’ collaborative governance of a Federally Qualified Health Center (“FQHC”) operating at various locations in Broward County, Florida.

RECITALS

WHEREAS, the District operates a public health care system in Broward County, Florida that provides vital and accessible health care services, including hospital and outpatient services, to medically underserved populations in Broward County, Florida, and surrounding communities (“**Service Area**”);

WHEREAS, the District is also a current grantee of the Health Care for the Homeless Program administered by the Health Resources and Services Administration (“HRSA”) in accordance with the applicable provisions of section 330 of the Public Health Service Act, 42 U.S.C. § 254b (“PHS Act”) as amended;

WHEREAS, CHN is a Florida not-for-profit corporation governed by a Board of Directors (“Board of Directors” or “Board”) that meets the selection, composition, and governance requirements of the PHS Act and the federal regulations promulgated thereunder (“Section 330 Requirements”) that are required to operate an FQHC;

WHEREAS, in order to promote greater access to comprehensive preventative and primary health services for medically-underserved residents of the Service Area, regardless of their ability to pay for such services, the District will submit an application to HRSA seeking to add new target population and thereby allowing for the establishment of additional FQHC locations (“Clinics”) within its approved Service Area;

WHEREAS, the District, as a government entity with a governing board appointed by the Governor of Florida and, as such, being unable to independently meet the governing board requirements of the PHS Act and the Section 330 Requirements, seeks to enter into an arrangement with CHN which will satisfy the applicable governing board requirements; and

WHEREAS, consistent with applicable federal, state, and local laws, regulations and policies, the Parties have agreed to enter into a co-applicant arrangement to meet the Section 330 Requirements relating to governance and oversight by an independent Board of Directors.

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, it is agreed by and between the Parties as follows:

1. **Recitals.** The Parties agree and acknowledge that the above recitals accurately reflect the intent of the parties and are hereby incorporated into this Agreement by reference.
2. **Purpose.** CHN and the District are entering into this Agreement to set forth the obligations of the parties in establishing Clinics that are operated in compliance with all applicable Section 330 Requirements. As a public entity model FQHC, and in order to meet the applicable Section 330 Requirements, CHN and the District agree to collaborate in good faith to adhere to the governance and operational guidelines set forth in this Agreement.
3. **Responsibilities of CHN.** CHN, through its Board, shall have the following responsibilities:
 - a. **CHN Board of Directors:** CHN shall be responsible for having a Board of Directors that shall comply with applicable Section 330 Requirements as set forth in 42 CFR § 51c.304, including, without limitation:
 - i. Having a Board of Directors that is comprised of not less than nine (9) and not more than twenty-five (25) individuals. The number of Directors shall be set forth in the Bylaws of Community Health Networks of Broward, Inc. (“CHN’s Bylaws”).
 - ii. Ensuring that a majority (at least 51%) of the Directors are or will be registered patients of the Clinics and who, as a group, represent the individuals to be served by the Clinics in terms of demographic factors such as race, ethnicity, and sex.
 - iii. Requiring that the remaining Directors, who are not patients of the Clinics, be individuals who are representative of the communities in the Clinics’ Service Area that possess expertise in areas including, but not limited to, community affairs, local government, legal affairs, finance, and other commercial and industrial concerns. However, no more than half (50%) of the Directors referenced in this subsection may earn more than ten percent (10%) of their income from the health care industry.
 - iv. No member of the Board of Directors shall be an employee of the District or the Clinics, or the spouse or child, parent, brother or sister by blood or marriage of such employee.
 - v. The Board of Directors of CHN shall establish nomination and selection processes for individuals to serve on the Board of Directors and to serve as officers on the Board of Directors. Such nomination and selection processes shall be as set forth in CHN’s Bylaws.
 - 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, a State of Florida Level 2 background screen and being a non-excluded individual with regard to the participation in any state or federal health care benefit program.

- b. Duties of CHN Board of Directors: The Board of Directors of CHN shall perform such duties as set forth in CHN's Bylaws and shall comply with all applicable Section 330 Requirements. Such duties shall include, without limitation:
- i. Strategic Planning and Marketplace Evaluation: The Board of Directors, shall engage in strategic planning and the evaluation of the Clinics' relevant marketplace to ensure that the Clinics may successfully fulfill its mission. Such planning and evaluation shall include, but not be limited to, working with the Clinics' executive management team and community leaders to determine both the short- and long-term goals of the Clinics. The Board of Directors shall also engage in a Board self-evaluation for efficiency, effectiveness, and compliance with Section 330 Requirements. Such evaluation shall be conducted on no less than an annual basis.
 - ii. Financial Oversight: The District, as the section 330 program grantee, shall oversee the Clinics' financial management practices and systems relating to operations of the Clinics. The Board of Directors shall, in collaboration with the District, ensure that the Clinics remain financially viable and, as such, shall approve the Clinics' annual budget. The Board of Directors shall approve the Clinics' annual section 330 grant application, including the operating budget submitted with the grant application. The Board of Directors shall review the scope and engagement of the Clinics' annual independent auditors. The Board of Directors shall review the Clinics' annual audit report and provide comments and responses when appropriate.
 - iii. Location and Hours of Services: The Board of Directors shall determine the location(s) at which the Clinics' services shall be provided as well as the hours of operation during which services are available to the patients of the Clinics.
 - iv. Payments for Services: The Board of Directors shall approve a sliding fee discount program for patients of the Clinics, taking into account the patients' documented ability to pay for such services. Such sliding fee discount program shall comply, as applicable, with technical guidance as may be provided by HRSA. The Board of Directors shall approve policies that require the Clinics to provide services to those patients with a third-party method of payment and shall assist those eligible patients in applying for local, state and/or federal health care benefit programs.
 - v. Compliance: The Board of Directors shall ensure that CHN and the Clinics are operated in compliance with all applicable laws and regulations. In order to ensure compliance, the Board will collaborate with the District to implement a formal compliance program and to ensure that such compliance program will be considered "effective" under the Federal Sentencing Guidelines.
 - vi. Types of Services: The Board of Directors shall ensure that a full range of primary care health services are provided to the patients of the Clinics. The Board of Directors shall ensure that the Clinics provide all services mandated by section 330 and applicable law. Such services may be provided directly or through referrals and collaboration with other service providers.

- vii. Patient Satisfaction and Quality Assurance/Improvement Policies: The Board of Directors shall review, adopt, and periodically update the Clinics' patient satisfaction and quality assurance/improvement policies and procedures including, but not limited to: (1) service utilization patterns; (2) productivity; (3) patient satisfaction; (4) achievement of project objectives; and (5) processes for hearing and resolving patient grievances.
 - viii. Day-to-Day Operations: The Board of Directors is primarily a policy-making board and, as such, shall not involve itself in the day-to-day operations of the Clinics. Neither the Board nor an individual Director of the Board shall have the authority to hire, discipline, or terminate any employee of the Clinics, other than the Executive Director/Project Director, as specified in Section 3.b.ix. The Board of Directors acknowledge and agree that the personnel and financial policies of the Clinics shall be those established by the District. The Board of Directors shall have no power or right to enter into contracts or other business arrangements on behalf of the Clinics or the District.
 - ix. Executive Director/Project Director: The operations of the Clinics shall be overseen by an Executive Director/Project Director who shall be an employee of the District, subject to the District's personnel policies and procedures. The District shall present its candidate for Executive Director/Project Director to the Board of Directors for consideration. The Board of Directors, working in collaboration with the District shall approve the selection and dismissal of the Clinics' Executive Director/Project Director. The Board of Directors, in consultation with the District, shall not unreasonably oppose the District's decision to hire or terminate the Executive Director/Project Director. In order to ensure that the Executive Director/Project Director causes the Clinics' mission to be adequately carried out, the Board of Directors shall, not less than annually, formally evaluate the performance of the Executive Director/Project Director. Such performance evaluation shall be documented in writing and shall take in account all aspects of the Executive Director/Project Director's performance. If at all possible, the Board of Directors shall provide its HRSA Project Officer with advance notice of the dismissal of the Executive Director/Project Director. Additionally, to the extent practicable, the Board of Directors, prior to making a formal selection of a new Executive Director/Project Director, shall inform its HRSA Project Officer of the Clinics' selection of the new Executive Director/Project Director. To ensure adherence to the District's personnel management procedures, the Board of Directors shall not take any employment-related action involving the Executive Director/Project Director without reviewing the matter with the District. The Board of Directors shall give due consideration to the District's position with regard to any personnel action involving the Executive Director/Project Director. Termination of the Executive Director/Project Director shall only apply with regard to the operation of the Clinics and the individual's continued employment with the District shall be at the sole discretion of the District.
4. Responsibilities of the District: The District shall have the following responsibilities with regard to the operation of the Clinics:

- a. Fiscal and Personnel Responsibilities: The District, as the designated section 330 grantee for the Clinics, shall have authority to manage the fiscal and personnel operations of the Clinics. Such management shall include:
 - i. Fiscal Operations: The District shall develop and implement management and control systems for the Clinics that are in accordance with sound financial management procedures. Such procedures shall meet and/or exceed financial requirements set forth in the Section 330 Requirements and/or other applicable federal, state and District financial and procurement policies. Although the District will collaborate with the Board of Directors, the District shall have the sole authority to develop and implement financial policies and controls related to the operation of the Clinics.
 - ii. Grant Funds, Program Income and Other Funds: All funds received for services provided, all income otherwise generated by, and all grants provided for the benefit of the Clinics, including fees, premiums, third-party reimbursements, other state and local operational funding, section 330 grant funds and private grant funds shall be under the control of the District. The District shall have the sole authority to manage, allocate and disburse any such funds for the operation of the Clinics.
 - iii. Personnel Responsibilities: All individuals employed to provide services for the Clinics shall be employees or contractors of the District, including the Executive Director/Project Director of the Clinics. All individuals employed by the Clinics shall be subject to the District's personnel policies. The removal of the Executive Director/Project Director of the Clinics by the Board of Directors in consultation with the District, shall not be deemed a termination of that individual's employment with the District unless individually determined as such by the District.
- b. Operational Responsibilities: The District shall carry out the day-to-day operations of the Clinics. Such responsibilities shall include but not be limited to:
 - i. Applying for and maintaining all required licenses, permits, certifications, accreditations, and approvals necessary for the operation of the Clinics;
 - ii. Receiving, managing, and disbursing, as applicable, revenues of the Clinics consistent with approved budget for the Clinics;
 - iii. Maintaining responsibility of employing/contracting all personnel to perform clinical, managerial, and administrative services necessary for the operations of the Clinics;
 - iv. Management and oversight of all governmental and commercial third-party payor arrangements;
 - v. Billing and collection of payments for services rendered to patients of the clinics including, but not limited to, underinsured or uninsured individuals eligible for the Clinics' sliding-fee discount schedule of payments;
 - vi. Managing all procurement activities for the Clinics;

- vii. Preparing monthly reports including, but not limited to financial reports, relating to the operations of the Clinics for the Board of Directors;
- viii. Implementing appropriate internal operational programs relating to corporate compliance, risk management, and privacy and security of patient information;
- ix. Maintenance and retention of all business, financial, and clinical records in accordance with applicable law. The District shall maintain ownership of the aforementioned records;
- x. Establishing clinical policies and procedures for the treatment of patients of the Clinics;
- xi. Ensuring that patients of the Clinics are provide the ability to access and receive services without regard to race, color, marital status, national origin, veteran status, disability, age, as provided by law;
- xii. Provision of adequate space, facilities, supplies, equipment, and personnel for the operation of the Clinics'; and
- xiii. Such other functions as may be appropriate for the operation of an FQHC in compliance with Section 330 Requirements.

5. Insurance/Indemnification:

- a. Insurance: The Parties shall procure and maintain all insurance policies or coverages required to maintained by applicable law and/or District policy. The District from the grant funding shall pay for coverage for both CHN and the District.
- b. Indemnification: Each Party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives, and agents and will pay all losses as damages attributable to such acts or omissions for which it is legally liable. Notwithstanding the foregoing, neither Party shall be liable for any other Party's indirect or consequential loss or damage, including, without limitation, lost profits, regardless of whether the Parties have been advised of the possibly of such loss or damage. Nothing in this Agreement shall limit any right of the District to the protections and limitations provided by Florida law to the District by virtue of being a political subdivision of the State of Florida including, but not limited to, those provided under section 768.28, Fla. Stat.

6. Public Records: Due to the co-applicant relationship between the District and CHN, all meetings, unless otherwise exempted under applicable law, are open to the public and subject to § 286.011, F.S. (the "Sunshine Law") and § 119.01, *et seq.* (the "Public Records Law"). The Board of Directors shall collaborate with the District to ensure that all applicable open meetings, notice, minutes, and public records requirements are adhered to in accordance with the Sunshine Law and the Public Records Law. In order to comply with Florida's public records laws, CHN shall:

- a. Keep and maintain public records required by the District to perform the services required under the Agreement.

- b. Upon request from the District 's custodian of public records, provide the District with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CHN does not transfer the public records to the District.
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of CHN or keep and maintain public records required by the District to perform the services required under the Agreement.
- e. If CHN transfers all public records to the District upon completion of the Agreement, CHN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If CHN keeps and maintains public records upon completion of the Agreement, CHN shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems.

IF CHN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CHN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest@browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

7. Term and Termination:

- a. Term: The Term of this Agreement shall become effective on the Effective Date, as defined in the preamble to this Agreement, and shall continue for a period of three (3) years ("Initial Term"). After the Initial Term this Agreement shall automatically renew for successive one (1) year periods, absent no less than one-hundred and eighty (180) days written notice from a Party to the other Party indicating intent not to renew the Agreement.
- b. Termination: In addition to the non-renewal of this Agreement, this Agreement may be terminated for the following reasons:
 - i. Material breach of this Agreement, by either party, upon thirty (30) days written notice specially identifying the material breach. The Party that has committed the alleged breach shall be allowed the opportunity to cure the alleged breach during the thirty (30) notice period. If the breach is cured, to the satisfaction of the notifying Party within the thirty (30) day notice period, or greater period if

agreed to by the Parties in writing, this Agreement shall continue to remain in full force and effect.

- ii. Either Party may terminate this Agreement immediately upon the loss of the Clinics' status as a Federally Qualified Health Center.
 - iii. Either Party may terminate this Agreement immediately upon any Party's exclusion, suspension, or debarment from any federal or state health care benefit program.
 - iv. The Parties may terminate this Agreement by the mutual agreement in writing of the Parties, with such termination being effective on a mutually-agreed upon date.
- c. Post Termination: Upon termination or non-renewal of this Agreement, the Parties shall collaborate on any required post-termination Section 330 Requirements. Notwithstanding the foregoing, the District shall have final decision-making power to approve any post-termination actions in order to comply with Section 330 Requirements and/or other applicable legal or contractual requirements.
8. Dispute Resolution: In the event of a dispute between the parties involving this Agreement the parties agree to enter into good faith discussions to resolve any outstanding concerns. The parties agree that the CHN Board Chair and such other Directors as may be appropriate will be included in any meetings addressing any dispute between the parties.
9. Notices: All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personal or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the addresses set forth below, or such other addresses as the Party may designate in writing.

District:

Broward Health
ATTN: President and Chief Executive Officer
1800 NW 49 Street, Suite 120
Fort Lauderdale, FL 33309

with copy to:

Broward Health
ATTN: Office of the General Counsel
1800 NW 49 Street, Suite 120
Fort Lauderdale, FL 33309

CHN:

Community Health Networks of Broward, Inc.
1700 NW 49th Street
Fort Lauderdale, FL 33309

10. Assignment: Neither Party shall have the right to assign, delegate or transfer this Agreement, or any of its rights and obligations hereunder, without the express prior written

consent of the other Party. Additionally, CHN shall not execute a merger, consolidation, structural change, or contractual affiliation with a third-party without the written consent of the District. Notwithstanding the foregoing, the District may assign this Agreement and its rights hereunder to any successor or entity owning or operating the District, to a wholly owned subsidiary of the District, to any entity in which the District has an ownership interest, or to an entity which acquires substantially all of the District's assets without the prior consent of CHN.

11. Severability: If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement shall not be affected. If any provision is held to violate any Section 330 Requirements and/or other applicable law the Parties shall attempt to amend this Agreement as reasonably necessary to achieve compliance. If the Parties are unable to amend the Agreement to achieve compliance, this Agreement shall be immediately terminated.
12. Waiver: Waiver by either Party to this Agreement of any breach of this Agreement shall not operate as a waiver by such Party of any subsequent breach.
13. Amendments: Any amendments to this Agreement shall be in writing and signed by the Parties.
14. Agency: Neither Party is, nor shall be deemed to be an employee, agent, or legal representative of the other Party for any purposes. CHN may not enter in any contracts in the name of or on behalf of the District.
15. Third Party Beneficiary: None of the provisions contained herein are intended by the Parties to confer any benefit on any person not a party to this Agreement.
16. Survival: Sections 4.b, 5.b, 7.c, 8, and 16 of this Agreement, along with any other provision that by its nature is intended to survive termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement without regard to the cause of termination.
17. Successors and Assigns: This Agreement shall be binding upon the successors, legal representatives or permitted assigns of the parties hereto.
18. Force Majeure: Neither Party shall be liable nor deemed to be in default for any delay or failure in performance of this Agreement or other interruptions of service deemed resulting directly, or indirectly, from acts of God, pandemics or epidemics, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees or any similar cause beyond the reasonable control of either Party.
19. Publicity: Without limitation, CHN and its employees, agents, and representatives will not, without prior written consent of District in each instance, use in advertising, publicity or other promotional endeavor, the District's or any of the District's registered d/b/a's, trademarks, brandmarks, logos, or intellectual property, including, but not limited to, the name "North Broward Hospital District," the name "Broward Health," the name

“Children’s Diagnostic & Treatment Center,” the name “Broward Health Foundation” and/or the name of any District employee or officer. CHN shall not represent, directly or indirectly, that any product or service provided by the CHN has been endorsed by the District or refer to the existence of this Agreement in press releases, advertising or materials distributed to the CHN’s prospective clients.

20. Sovereign Immunity: Notwithstanding any contrary provision herein, the Parties hereto acknowledge that District, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, District’s liability shall not be more than the limits established in section 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed, or resolved so as to ensure District of the limitation on liability provided to political subdivisions of the State as established in Section 768.28, Florida Statutes, as amended. Nothing in the Agreement shall be construed to require District to indemnify CHN or insure CHN for its negligence or to assume any liability for CHN’s negligence. Any provision in the Agreement that requires District to indemnify, hold harmless or defend CHN from liability for any other reason shall not alter District’s waiver of sovereign immunity nor extend District’s liability beyond the limits established in section 768.28, Florida Statutes, as amended.
21. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements made by a Party or by agents of either Party, which are not contained in this Agreement, shall be valid or binding.
22. Counterparts: This Agreement 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.
23. Electronic Signatures: The District and CHN agree that this Agreement, any addendum thereto, or any other document necessary for the consummation of the transaction contemplated by this 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.

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IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this Agreement without reservation and having read the terms contained herein on the date(s) set forth below.

North Broward Hospital District

By: Shane Strum
Name: Shane Strum
Title: CEO
Date: 10 / 8 / 2021

Community Health Networks of Broward, Inc.

By: _____
Name: _____
Title: _____
Date: _____