

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM FOR RYAN WHITE PART A FUNDING FY 2011
Agreement Number: 11-CP-HCS-8312-RW

This is a Second Amendment to an Agreement ("Second Amendment"), made and entered into by and between Broward County, a political subdivision of the State of Florida, and South Broward Hospital District d/b/a Memorial Healthcare System, a special taxing district ("SBHD"), for Ryan White Funding ("Agreement"). County and SBHD are collectively referred to as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties desire to amend their Agreement as set forth herein (strikethrough text indicates deletions; bold/underlining indicates additions).
2. The Parties originally executed an Agreement on February 28, 2012 to provide services that would not otherwise be funded by another public funding source.
3. In accordance with Section 2.1 of the Agreement, County exercised the First Option Period by letter to SBHD dated February 21, 2012, and the Second Option Period by letter to SBHD dated February 14, 2013.
4. The Parties executed a First Amendment to their Agreement on August 29, 2014, replacing the prior Agreement in its entirety, as well as providing for additional optional terms and updating the funding amounts.
5. Article 8, "SUBCONTRACTING", of this Agreement is hereby amended as follows:

8.2 SBHD may not subcontract services as defined in Section 8.1 or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator. ~~If such approval is provided, no more than fifty percent (50%) of the services under each category of service described in Exhibit D-1 shall be subcontracted by SBHD.~~ Such approval is within the sole discretion of the HSD Director or Deputy Director.
6. Exhibit D-1, "Scope of Services," subsection I.F., "Subcontracting", of this Agreement is hereby amended as follows:

Subcontracting: ~~N/A~~ None requested/allowed Allowed: limited to the South Florida Community Care Network, LLC.
7. All other terms and conditions of the Parties Agreement not inconsistent herewith shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2015, and South Broward Hospital District, signing by and through its Sr. Vice President, duly authorized to execute same.

Broward County

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Karen S. Gordon (Date)
Assistant County Attorney

Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH BROWARD HOSPITAL DISTRICT FOR RYAN WHITE PART A FUNDING FY 2011 (PROGRAM CORE MEDICAL AND SUPPORT SERVICES), AGREEMENT NUMBER: 11-CP-HCS-8312-RW

SBHD

South Broward Hospital District

WITNESS #1:

Signature

Print/Type Name

By: _____
(Authorized Signature)

(Print Name and Title of Authorized Signator)

WITNESS #2:

Signature

Print/Type Name

_____ day of _____, 2015

(seal or notary)