Memorandum No.: _____
Name of Recipient: _____

CONFIDENTIAL
PRIVATE PLACEMENT MEMORANDUM

$2,000,000
1,000 Units
$2,000 per Unit

BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC

The limited liability company interests (the "**Units**") offered pursuant to this Private Placement Memorandum (the "**Offering**"), are being offered by **Behavioral Health Partners of Florida, LLC**, a Florida limited liability company formed on or about July 30, 2019 (the "**Company**"). The Company is being formed to invest in and be a fifty percent (50%) member in Integrated Care Network of Florida, LLC, a Delaware limited liability company.

SEE "RISK FACTORS" FOR INFORMATION THAT SHOULD BE CONSIDERED BY QUALIFIED PROSPECTIVE INVESTORS.

THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Minimum Subscription: Twenty Five (25) Units ($50,000).

Term of Offering: through January ___, 2020 [60 days].

No commissions will be paid in connection with this Offering.

November ___, 2019

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION SET FORTH IN SECTION 4(2) OF THE ACT AND UPON REGULATION D PROMULGATED UNDER THE ACT. THE UNITS HAVE NOT BEEN REGISTERED WITH ANY STATE SECURITIES AUTHORITY IN RELIANCE ON EXEMPTIONS FROM SUCH REGISTRATION, INCLUDING WITHOUT LIMITATION FLORIDA STATUTES SECTION 517.061. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE RISKS INVOLVED.

THE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAW, PURSUANT TO REGISTRATIONS THEREUNDER OR EXEMPTIONS THEREFROM. ADDITIONAL TRANSFER RESTRICTIONS ARE IMPOSED BY THE COMPANY'S OPERATING AGREEMENT. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISK OF AN INVESTMENT IN THE UNITS FOR AN INDEFINITE PERIOD OF TIME.

READ THIS PRIVATE PLACEMENT MEMORANDUM CAREFULLY BEFORE MAKING ANY INVESTMENT DECISION, ESPECIALLY THE SECTION ENTITLED "RISK FACTORS."

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED.

THIS OFFERING MAY NOT BE CONDUCTED PURSUANT TO ANY GENERAL SOLICITATION OR ADVERTISING.

INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY MEET CERTAIN FINANCIAL REQUIREMENTS AND THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS, RISKS, AND MERITS OF THIS OFFERING. OFFERS ARE MADE ONLY TO CERTAIN PERSONS WHO MEET THE QUALIFICATIONS DESCRIBED UNDER "WHO MAY INVEST."

THE UNITS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. AN INVESTMENT IN UNITS INVOLVES SUBSTANTIAL RISKS AND IS NON-LIQUID. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE ABLE TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD, THAT THEY CAN AFFORD A COMPLETE LOSS OF THEIR INVESTMENT, AND THAT THEY HAVE SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS SO AS TO BE CAPABLE OF UNDERSTANDING THE TERMS AND RISKS OF THIS OFFERING. SEE "RISK FACTORS."

Prospective investors are not to construe the contents of this Private Placement Memorandum or any communication relating to this Offering as investment, legal, or tax advice. Investors should consult their own counsel, accountant, and other professional advisors as to the legal, tax, and related matters concerning this investment.

This Private Placement Memorandum contains what the Company considers to be fair summaries of certain provisions of the documents that will govern this investment. Nevertheless, the summaries do not purport to be complete and are qualified in their entirety by reference to the texts of the original documents. Copies of these documents are attached hereto

or are available from the Company upon request. Investors must not rely upon any representations or information other than as set forth in this Private Placement Memorandum.

THE OFFEREE, BY ACCEPTING DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM, AGREES TO OBSERVE THE CONFIDENTIAL NATURE OF THIS PRIVATE PLACEMENT MEMORANDUM AND AGREES NOT TO DUPLICATE, REPRODUCE, OR DISTRIBUTE THE PRIVATE PLACEMENT MEMORANDUM, EXCEPT TO ITS ADVISORS. THE OFFEREE WILL HOLD THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AND OTHER INFORMATION PROVIDED BY THE COMPANY IN STRICTEST CONFIDENCE AND WILL NOT DISCLOSE IT OR ANY OF IT IN ANY FASHION OR MANNER. THE OFFEREE AGREES TO RETURN THIS PRIVATE PLACEMENT MEMORANDUM AND ALL OTHER RELATED DOCUMENTS TO THE COMPANY IMMEDIATELY IF THE OFFEREE DOES NOT MEET THE REQUIREMENTS SET FORTH UNDER "WHO MAY INVEST" OR IF THE OFFEREE DECIDES NOT TO INVEST.

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS OR STATEMENTS WHICH MAY BE DEEMED OR CONSTRUED TO BE FORWARD-LOOKING STATEMENTS WITH RESPECT TO THE FINANCIAL CONDITION AND BUSINESS OF THE COMPANY. THE WORDS "ESTIMATE," "PLAN," "INTEND," "BELIEVE," "EXPECT," "PROPOSED," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS INVOLVE AND ARE SUBJECT TO KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS WHICH COULD CAUSE THE COMPANY'S ACTUAL RESULTS, PERFORMANCE (FINANCIAL OR OPERATING), OR ACHIEVEMENTS TO DIFFER FROM THE ANTICIPATED FUTURE RESULTS. PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF. THE COMPANY UNDERTAKES NO OBLIGATION TO RELEASE ANY REVISIONS TO THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE TAX INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS PROVIDED TO HELP SUPPORT THE PROMOTION AND MARKETING OF THE UNITS. IT MAY NOT BE RELIED UPON TO AVOID TAX PENALTIES. EACH PURCHASER OF UNITS SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The Units offered hereby are offered on a "best efforts" basis by the Company which is not receiving or paying any commissions in connection with the Offering. See "PLAN OF DISTRIBUTION AND TERMS OF THE OFFERING."

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SUMMARY OF OFFERING

This summary of certain provisions of this Private Placement Memorandum is intended for reference only and is qualified in its entirety by the more detailed information appearing elsewhere in this Private Placement Memorandum. Copies of documents referred to herein, and not attached as Exhibits, may be obtained from the Company.

The Company

Behavioral Health Partners of Florida, LLC (the "**Company**") has been formed as a Florida limited liability company in order to invest in and be a fifty percent (50%) member in Integrated Care Network of Florida, LLC, a Delaware limited liability company (the "**IPA**"). See "BUSINESS."

The IPA is a Delaware limited liability company whose members will be the Company and Centene Management Company, LLC, a Wisconsin limited liability company, or an affiliate thereof ("**Centene**"). Centene will own Units representing fifty percent (50%) of the IPA and the Company will own Units representing fifty percent (50%) of the IPA.

The Company will be managed by a nine (9) member Board of Managers (the "**Board of Managers**"), selected by the Members of the Company. In selecting the Managers, the Members are required to use good faith efforts to achieve diversity in geographic representation, provider size and budget, populations served, and services provided. For most Board of Managers' decision, a majority vote is required. Certain major decisions of the Board of Managers require the approval of at least two thirds (2/3) of the Managers.

The Members of the Company will take no part in the management, control, or operation of the Company except for the selection of members of the Board of Managers and the exercise of certain powers requiring the approval of Members holding at least eighty percent (80%) of the Membership Units of the Company.

Business

The only material asset of the Company will be the Company's Units representing fifty percent (50%) of the IPA.

The business of the IPA is the activity described in the "BUSINESS OF THE IPA" section of this Private Placement Memorandum.

Risk Factors

As a newly-formed entity whose only material asset is the Company's Units representing fifty percent (50%) of the IPA, an investment in the Company is subject to substantial risks. In particular, the IPA (and the Company) shall be subject to, by way of illustration and not

limitation, the risks set forth in the "RISK FACTOR" section of the Private Placement Memorandum as set forth below.

The Offering

This Offering of up to one thousand (1,000) Units at $2,000 per Unit is being made to a limited number of investing entities that meet the requirements set forth in "WHO MAY INVEST."

The Company has reserved the right to reject any subscription, in whole or in part, and to terminate this Offering at any time in its sole discretion, including without limitation the right to terminate this Offering if the amount of capital raised in this Offering is less than One Million Dollars ($1,000,000). If the Offering is oversubscribed, or if Subscribers subscribe for different amounts, the Company expects to reduce some or all subscriptions so that all Subscribers will purchase the same number of Units. No commissions are being paid in connection with this Offering. The purchase price is payable in cash and is due at subscription.

Each Subscriber to this Offering shall purchase an equal number of Units for an equal purchase price so each Member of the Company shall have an equal ownership interest in the Company and shall have paid an equal price for such equal ownership interest.

WHO MAY INVEST

The investors in the Company shall be limited to nationally accredited Florida providers of community-based behavioral health services, at minimum mental health services, that treat chronic behavioral health issues. Nationally accredited shall mean accreditation by the Joint Commission, the Council on Accreditation ("COA"), or the Council on Accreditation of Rehabilitation Facilities ("CARF").

An investment in the Company involves a high degree of risk and is suitable only for entities of substantial financial means that have no need for liquidity in their investments. The investment should be considered a long term investment as the Units will not be freely transferable and there will not be any public market for the Units.

It is intended that this Offering will be made in accordance with the requirements of Regulation D promulgated under Section 3(b) and 4(2) of the Securities Act of 1933, as amended, or Section 4(2) thereof and the requirements of certain exemptions from state securities laws, including without limitation Fla. Stat. Section 517.061. Each prospective investor will be required to represent that it is able to bear the economic risk of the investment and that it is purchasing the Units solely for its account, for investment, and not with a view to the resale or distribution thereof.

An investor must also be able to demonstrate that, by reason of knowledge and experience in business and financial matters, it is capable of evaluating the merits and risks of an investment in the Units and protecting its own interests in connection with the transaction.

Additionally, all subscribers for the Units must be "accredited investors" (as defined in Regulation D). All investors will be entities and there will be no individual investors in the Company. Each subscriber must be an organization described in Section 501(c)(3) of the Internal Revenue Code, or for-profit corporation, business trust, or partnership, not formed for the specific purpose of acquiring securities of the Company, with total assets in excess of $5,000,000, or an entity in which all equity owners are accredited investors, meaning individual equity owners meeting one or both of the following standards:

1. He or she had individual income (exclusive of any income attributable to his or her spouse) of more than $200,000 per year in each of the preceding two years and he or she reasonably expects to have individual income in excess of $200,000 in the current year; or, he or she had joint income with his or her spouse of more than $300,000 per year in each of the preceding two years and he or she reasonably expects to have joint income of more than $300,000 in the current year; or

2. He or she has an individual net worth, or together with his or her spouse has a combined net worth, in excess of $1,000,000 (exclusive of the value of any primary residence).

An entity investor is an "accredited investor" if, among other possibilities, (1) all of the equity owners of the entity are themselves accredited investors or (2) the entity is a trust with total assets in excess of $5,000,000 and was not formed to specifically purchase Units in the Company.

HOW TO SUBSCRIBE

An investor who meets the suitability requirements set forth above may subscribe for Units by completing and signing the Subscription Agreement and the Purchaser Qualification Questionnaire included in Exhibit F hereto and delivering them to the Company, together with a check in payment of 100% of the purchase price.

Investors should make their checks payable to "Behavioral Health Partners of Florida, LLC."

RISK FACTORS

An investment in the Company involves a high degree of risk and is suitable only for entities who have no need for liquidity in their investment and can afford to lose their entire investment. In addition to the other information set forth in this Private Placement Memorandum, the following risk factors should be considered carefully in evaluating the Company and its business before subscribing for any of the Units offered hereby.

Inherent Investment Risk

All investments carry the risk of loss. Investment values depend to a large extent on factors entirely beyond the control of the Company, such as movements in the national economy and the relative value of competing investments. There can be no assurance that an investment in the Company will not decline in value.

No Operating History

The Company and the IPA are being newly formed, have not yet begun operations, and are subject to all of the risks inherent in a newly-established business enterprise. The Company and the IPA have no history of operations upon which to base predictions of performance results.

Lack of Diversity in Assets

The only material asset of the Company will be the Company's ownership of fifty percent (50%) of the Membership Units of the IPA. There are inherent risks in investing in an entity that holds a single asset.

The Structure of the IPA

As the owner of fifty percent (50%) of the Membership Units of the IPA, the Company will not be the holder of a controlling interest in the IPA and therefore, the operations, strategies, actions, and decisions of the IPA will be contingent on the voting support of Centene. In any situation in which an entity is owned and controlled fifty percent (50%) by two members, there is a risk of organizational deadlock. The IPA Operating Agreement sets forth a mechanism for addressing deadlock that may result in dissolution of the IPA or binding arbitration on certain issues that may yield a result that is not in the best interest of the Company and may result in decline in the value of the Company.

The Business of the IPA

The IPA will operate a behavioral health independent practice association that will contract with managed care plans to provide behavioral health services through contracted providers. The business model of the IPA is as described in the BUSINESS OF THE IPA section of this Private Placement Memorandum and the Frequently Asked Questions set forth as attached Exhibit E. There are inherent risks in the operation of an independent practice association, including the risks associated with contracting with managed care plans, risks associated with contracting with providers, delays or other issues in reimbursement, changes in governmental reimbursement for behavioral health, changes in the private market for behavioral health services, and other inherent risks.

Antitrust Enforcement

The Members of the Company will be Florida behavioral health providers that, under federal and state law, may be considered competitors in providing behavioral health services. As such, the Members and the Company will be subject to regulation under federal and state antitrust laws. It will be necessary for the Members to comply with antitrust guidance and there are substantial risks associated with failure to do so.

Government Regulation and Private Reimbursement

The success of the Company will be subject, directly and indirectly, to substantial federal, state, and local government health care laws and regulations. Certain key, but not all, applicable federal and state health care laws are specifically discussed herein. The Company and its behavioral health provider members will be required to comply with all applicable federal, state, and local laws, even those not specifically discussed herein. Periodic revisions to or reinterpretations of such laws and regulations, whether designed to reduce the cost of mental health services or otherwise, could have an adverse impact on the Company. Additionally, private third party payors are increasingly implementing contractual arrangements and programs to reduce costs. While it is impossible to predict what changes, if any, may occur in such third-party payment systems or whether such changes would have a positive or negative effect on future Company revenues, Members could lose some or all of their investments if such changes have a negative effect on Company revenues.

The Health Reform Law made a number of significant changes to federal health care fraud and abuse laws. Generally, the Health Reform Law continued the expansion of the federal False Claims Act, strengthened key provisions of the Anti-Kickback Statute and Stark Law (violations of which may also result in liability under the False Claims Act), provided the federal government with powerful new tools and resources to police health care fraud and abuse, enhanced criminal and administrative penalties for noncompliance, and imposed mandatory compliance program requirements as a condition of enrollment in federal health care programs.

Congress also made sweeping changes to various health care fraud and abuse provisions in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). HIPAA called upon the HHS to establish a program aimed at controlling fraud and abuse. HIPAA also expanded the criminal laws and sanctions to strengthen the enforcement capabilities of the

government in attempting to prevent health care fraud and abuse. For example, HIPAA expanded fraud and abuse sanctions to all "federal health care programs." HIPAA has increased the risk of fraud investigations. Furthermore, HIPAA called for additional potential penalties and sanctions, including increased monetary penalties and the permissive exclusion of: (a) individuals with a direct or indirect ownership or control interest in a sanctioned entity if the individual knows or should have known of the action constituting the basis for the conviction or exclusion of the entity; and (b) officers or managing employees of the sanctioned entity. Congress subsequently further expanded the class of entities that are directly subject to HIPAA and increased the range of civil penalties for violations of HIPAA. Final regulations implementing the changes required were promulgated in January, 2013.

Tax Risks

For a complete discussion of the federal income tax risks of an investment in the Company, see "FEDERAL INCOME TAX CONSIDERATIONS." Each prospective investor is encouraged to obtain the advice of its own tax advisor concerning the matters discussed therein and the effect of an investment in the Company on its tax situation. The tax effects of this transaction and the applicability of any tax risks identified herein will vary from Member to Member based on each Member's tax status, including without limitation whether a member is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

a. **Characterization of Company Income As Passive Income**. Generally, a Member's distributive share of Company income or loss will constitute passive income or loss to the extent that the Member does not materially participate in the Company. Passive losses cannot be used to offset an individual's non-passive income, such as wages or investment income. See "FEDERAL INCOME TAX CONSIDERATIONS."

b. **Reasonableness of Deductions**. In order to be entitled to take deductions for business expenses, each particular item of expense must be ordinary and necessary and reasonable in amount. The Internal Revenue Service (the "**Service**") may assert that certain expenses were not determined "at arm's length" and could disallow the deduction of a portion of such expenses as not being ordinary and necessary or reasonable in amount.

c. **Risk of Tax Liability in Excess of Cash Distributions**. In years in which the Company realizes net income (or loss) for federal income tax purposes, each Member must report such Member's share of such income or loss on that Member's federal, state and local tax returns. It is possible that, in some years, the Company's operations may generate less cash flow than taxable income. Therefore, in any such years the income taxes payable with respect to the Company's taxable income may exceed the cash available for distribution to the Members and may result in out-of-pocket tax payments by the Members.

d. **Gain on Disposition**. A Member may experience taxable gain upon a disposition of the Member's Unit or upon a disposition by the Company of Company property, even though no cash (or an amount of cash less than any gain) is realized on the disposition. In such circumstances the affected Member may experience a tax liability without a cash

distribution from the Company to meet such expense. Some or all of this gain may be taxable as ordinary income.

e. **Audit Risks**. The Company will file an annual federal information tax return and an annual state tax return. Any return filed by the Company may be audited, and any such audit may result in adjustments. Adjustments to any of the Company's returns may require a Member to file an amended return and could result in an audit of a Member's tax return. Any audit of a Member's tax return could result in adjustments to items not involving the Company. The Company will not have any obligation to reimburse the Members for such costs. The Company's "**Partnership Representative**" shall be appointed by the Company's Board of Managers and will have the authority to negotiate with and enter into agreements with the Service on behalf of the Company with respect to tax matters. Such agreements generally will be binding on the Members.

f. **Intermediate Sanctions**. Under Section 4958 of the Internal Revenue Code, as amended (the "**Code**"), excise taxes are imposed on "disqualified persons" who engage in "excess benefit transactions" involving, directly or indirectly, Section 501(c)(3) organizations. An "**excess benefit transaction**" is a transaction in which economic benefit is provided, directly or indirectly, by a Section 501(c)(3) organization to or for the benefit of a "disqualified person" and the value of the economic benefit provided exceeds the value of the consideration received for providing such benefits—in other words, a "disqualified person" benefits at the expense of a Section 501(c)(3) organization. A "**disqualified person**" (which may be an individual or entity) is a person in a position of substantial influence over the tax-exempt organization. Directors, officers, and executive employees of the tax-exempt organization are by definition disqualified persons. Other persons may be disqualified persons based on the facts and circumstances. In summary, whether an excise tax will apply to a particular transaction depends on the facts of the transaction, including the identity of the parties, their direct and indirect relationships, and the ability to demonstrate the fair market value of the transaction.

Dependence on Centene

Fifty percent (50%) of the membership units in the IPA will be owned by Centene. Accordingly, the Company and Centene will share control of the IPA. The Company will be subject to the risk that Centene may exercise its votes on the Board of Managers of the IPA, or as a fifty percent (50%) member of the IPA, in a manner that is contrary to the interests of the Company and its Members.

Management/Administrative Services Agreement

The IPA will also be dependent on Centene and its affiliates for certain administrative services to be provided to the Company as described herein. The following is a summary of the services to be provided under the Management/Administrative Services Agreement to be negotiated and executed between the IPA and Envolve, a Centene affiliate:

Claims Processing and Encounter Management
Provider Services/Call Center
Eligibility and Enrollment

Utilization Management
Credentialing
Provider Data Management
Provider Performance Management and Education
Data Analytics
Provider Contracting
Finance and Accounting
Marketing
Population Health Platform

It is anticipated that the fees payable by the IPA to Envolve for services under the Management Agreement shall be structured as per member per month payments, with the actual amounts yet to be determined. There are risks associated with the fact that the terms of, and the compensation payable under, the Management/Administrative Services Agreement have not been finalized and are not binding on any party.

Restrictions on Transfer

There is no market for the Units and it is not anticipated that a market will develop. Investors must represent that they are purchasing Units for investment, and not with a view to distribution, that they understand that they may be required to hold their Units for an indefinite period, and that Units should be purchased only by entities who can afford the loss of their entire investment. The transferability of the Units is limited by the Federal and state securities laws; the Units have not been registered under such laws and the Company has not undertaken to register the Units. Even in the event of an emergency, an investor may not be able to sell its Units or pledge them as collateral for a loan. The Company's Operating Agreement further limits an investor's ability to transfer Units. In particular, voluntary Unit transfers require Board of Managers' approval. See "EXHIBIT B—AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT" for additional important terms regarding transfer of Units.

Withdrawal from the Company

No Member may voluntarily withdraw its Membership interest in the Company within the first three (3) years of Company operations. A Member is obligated to withdraw from the Company and surrender its membership interest if such Member or its affiliates has been excluded, suspended, or debarred from participating in any federal healthcare program, or if the Member or any of its officers or directors are convicted of a felony or crime involving dishonesty or that could result in reputational risk to the Company or the IPA. A Member is obligated to withdraw from the Company and surrender its membership interest if such Member has a change of control, meaning the sale of all or substantially all of its assets, merges into another entity, or transfers the majority of its equity interests or voting control to another entity. If the withdrawal occurs for certain reasons the redemption price will be zero. If the withdrawal is for other reasons the redemption price will be fair market value, payable in annual or monthly installments over a period of up to seven (7) years as determined by the Board of Managers. The unpaid balance of the redemption price shall bear interest at the prime rate.

Conflicts of Interest

It is expected that all Members of the Company will have certain inherent conflicts of interest because they are considered competitors in the offering of behavioral health services and may also have conflicts attributable to their individual business needs and approaches. However, all of the members of the Company's Board of Managers, when acting as managers of the Company, have a fiduciary duty to act in the best interests of the Company.

Projected Financial Statements

The Projected Financial Statements attached as Exhibit A hereto as well as the description of the Company's anticipated business are necessarily based on assumptions as to the course of future events which are inherently impossible to accurately predict and which the Company will not be able to control. IT IS LIKELY THAT A MATERIAL NUMBER OF THE COMPANY'S ASSUMPTIONS WILL PROVE TO BE INACCURATE AND THAT ITS PROJECTED FINANCIAL STATEMENTS WILL THEREFORE BE INCORRECT, PERHAPS MATERIALLY SO. Investors could potentially lose some or all of their investments as a result of these changes.

Litigation Risks; Liabilities and Insurance

The Company may obtain insurance coverages consistent with those carried by other similar businesses. However, no assurance can be given that the Company's liability coverage arrangements will be sufficient to protect the Company against all contingencies. There are certain types of losses that are not insurable or that may exceed policy limits. Liabilities of the Company which exceed available insurance coverage or which are not covered could severely damage the Company's financial condition and result in investors losing all or a portion of their investments. The Company has not yet finalized a desired level of coverage or purchased coverage.

Sufficiency of Funds/Capital Calls/Dilution

The Company, being newly formed, has generated no revenues to date and will rely primarily on the proceeds of this Offering to begin operations and provide initial working capital. The Company anticipates but can give no assurance that such funds will be sufficient for the Company to meet its financial obligations. If there is a shortfall in the income generated from operations and/or an increase in expenses, the Company may need to raise or borrow additional funds. The Company may make additional *pro rata* capital calls on its Members with the recommendation of its Board of Managers and the approval of those Members holding at least eighty percent (80%) of the total Units then outstanding. Failure to respond to a required call for capital may cause dilution of the Member's ownership interest in the Company.

No Assurance of Cash Distributions

No assurance can be given as to when or whether there will be cash available for distribution to investors. The Company will incur significant expenses in its operations, and

these expenses will be paid from the cash funds generated by the Company. The Company will establish reasonable reserves. Once operations begin and revenue begins to be received, after paying all expenses and providing for reserves, it is possible that the Company, at the discretion of the Board of Managers, will make distributions at least annually to Members of all remaining available cash funds of the Company (distributions are not expected prior to such time).

Economic Returns/Provider Agreements

The primary source of economic returns to Members in the Company will be in the form of reimbursement for behavioral health services rendered by Members as contracted behavioral health service providers under the terms of Provider Agreements entered into between the Members and the IPA. Such Provider Agreements shall be substantially similar to the form Provider Agreement attached hereto as Exhibit D.

THE COMPANY

The Company was formed as a Florida limited liability company on or about July 30, 2019.

Investors who purchase Units become Members (owners) of the Company which, as a limited liability company, does not have shareholders. The Company is governed by its Board of Managers, with certain powers reserved to the Members.

The Company will be managed by a nine (9) member Board of Managers (the "**Board of Managers**"), selected by the Members of the Company. In selecting the Managers, the Members are required to use good faith efforts to achieve diversity in geographic representation, provider size and budget, populations served, and services provided. For most Board of Managers' decision, a majority vote is required. Certain major decisions of the Board of Managers require the approval of at least two thirds (2/3) of the Managers.

The Members of the Company will take no part in the management, control, or operation of the Company except for the selection of members of the Board of Managers and the exercise of certain important actions that may not be taken by the Board of Managers unless, in addition to being approved by a majority of the Managers at a meeting where a quorum is present, they are also approved by Members holding at least eighty percent (80%) of the total Units then outstanding, including the following decisions:

- To change the principal business of the Company or approve the entry into new lines of business that are materially different from the Company's principal business;

- With certain exceptions, to issue, grant, deliver, sell, or authorize the issuance, grant, delivery, or sale of any Membership Units or other Equity Interests of the Company or investment interests convertible into, or subscriptions, rights, warrants, or options to acquire, or other agreements or commitments of any

character obligating it to issue any such Membership Units or other Equity Interests of the Company or other convertible securities;

- With certain exceptions, to enter into or effect any transaction or series of related transactions involving the repurchase, redemption, or other acquisition of Membership Units from any Person;

- With certain exceptions, to initiate or consummate any recapitalization, split, or combination of Membership Units, dividend of Membership Units, or similar restructuring, including the creation and issuance of any new classes or series of Membership Units or any options, warrants, or rights convertible into or exercisable or exchangeable for any Membership Units;

- With certain exceptions, to permit or approve the Transfer of Membership Units from a Person holding such Membership Units to another Person;

- To dissolve, wind-up, or liquidate the Company; or

- To amend the Company Operating Agreement;

- Except as required by Company or the IPA, each according to its Governing Documents, to terminate a Member of the Company;

- To approve or amend the operating and capital budgets for the Company; and

- To approve capital calls for the Company or the IPA.

- Amendment of the voting or quorum provisions of the Operating Agreement of the IPA will require unanimous approval of the Membership Units.

The payment and the amount of distributions, if any, will be determined by the Board of Managers in its sole discretion after providing for the payment of all Company expenses and establishing reserves. Nonetheless, Members may be required to pay income tax on Company income whether or not cash is actually distributed to enable Members to meet their tax obligations.

The Company intends to prepare unaudited annual financial statements which will be provided to Members; the Board of Managers, in its discretion, may determine to obtain reviewed or audited annual financial statements at the Company's cost. The Company's fiscal year ends December 31. Its Projected Financial Statements are attached as Exhibit A hereto.

The Company's Operating Agreement requires the Company to indemnify its Managers and officers from liability under certain circumstances. See "EXHIBIT B—AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT."

THE OPERATING AGREEMENT CONTAINS OTHER IMPORTANT RIGHTS AND RESTRICTIONS AND MUST BE READ IN ITS ENTIRETY. See "EXHIBIT B—AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT."

The Company's initial principal office will be located at 316 East Park Avenue, Tallahassee, FL 32301.

There are significant risks inherent in an investment in the Company. See "RISK FACTORS."

CENTENE AND AFFILIATES

Centene Corporation is a diversified, multi-national healthcare enterprise that provides a portfolio of services to government sponsored and commercial healthcare programs, focusing on under-insured and uninsured individuals. Centene provides member-focused services through locally based staff by assisting in accessing care, coordinating referrals to related health and social services, and addressing member concerns and questions. Centene also provides education and outreach programs to inform and assist members in accessing quality, appropriate healthcare services. Centene believes its local approach, including member and provider services, enables it to provide accessible, quality, culturally-sensitive healthcare coverage to its communities. Centene combines its decentralized local approach for care with a centralized infrastructure of support functions such as finance, information systems, and claims processing. Centene's common stock is listed on the New York Stock Exchange under the symbol "CNC."

Neither Centene nor its affiliate Centene Management Company, LLC are issuers or promoters of the Company Units being offered pursuant to this Private Placement Memorandum.

MANAGEMENT

The Company is governed by its Board of Managers, which will make decisions on behalf of the Company.

The Company will enter into a Management/Administrative Services Agreement (the "**Management Agreement**") with Envolve, the management services organization subsidiary of Centene (the "**Manager**"), to assist in the initial development and provide ongoing administrative services needed for the operation of the IPA. Under the terms of the Management Agreement, the Manager will provide the following services:

Claims Processing and Encounter Management
Provider Services/Call Center
Eligibility and Enrollment
Utilization Management
Credentialing
Provider Data Management
Provider Performance Management and Education
Data Analytics
Provider Contracting
Finance and Accounting
Marketing
Population Health Platform

It is anticipated that the fees payable by the IPA to Envolve for services under the Management Agreement shall be structured as per member per month payments, with the actual amounts yet to be determined. There are risks associated with the fact that the terms of, and the compensation payable under, the Management/Administrative Services Agreement have not been finalized and are not binding on any party.

ESTIMATED USE OF PROCEEDS

The Company intends to use the proceeds of this Offering for the acquisition of fifty percent (50%) of the membership interests of the IPA, in addition to the establishment of an account with funds necessary to pay the administrative expenses of the Company.

BUSINESS OF THE COMPANY

The sole business of the Company will be to own fifty percent (50%) of the membership units of the IPA.

BUSINESS OF THE IPA

The IPA is a Delaware limited liability company formed to be an Independent Practice Association that will operate a clinically-integrated behavioral health network (the "IPA Network") that will serve as preferred providers to Sunshine Health and other third party payors for behavioral health services located throughout the State of Florida. The IPA will be qualified to do business as a foreign (*i.e.*, formed under Delaware law) limited liability company in Florida.

The purposes of the IPA will be to:

- Develop a system of care driven by best practices which offers community-based services provided in the least restrictive environment possible, utilizing technology and actionable data.
- Promote IPA member (people served) health, recovery, engagement, and choice.
- Incorporate a strengths-based philosophy that promotes wellness through the inclusion of prevention service implementation.
- Include Federally Qualified Health Centers and primary and specialty care providers to further integrated health and implement Integrated Health Homes (IHH) and ensure improved behavioral health care and physical health care for all IPA members.
- Offer value-based payment arrangements to behavioral health providers.
- Be an incubator for innovation and creativity with the ability to be proactive, creative, and responsive to emerging needs as they relate to behavioral health and IHHs.
- Empower providers to have more ownership within and ability to influence the behavioral health system of care in Florida.

- Use data, metrics, and transparent clinical information via health information exchange to promote a culture of quality and accountability.
- Research and define best practices to streamline and improve efficiencies across providers.
- Ensure providers are able to focus on activities that leverage their professional expertise, license, and skills to improve clinical and financial efficiencies that will decrease total cost of care for IPA members and behavioral health populations over time.
- Understand current health plan resources, abilities, interests, and business models as well as the managed care market overall and anticipate future opportunities to be best prepared to lead in the market.
- Advocate to the State of Florida and health plans to help create a sustainable behavioral health system of care across Florida.

The IPA will have two owners: Centene will own Class I Units representing 50% of the equity in the IPA; and the Company will own Class P Units representing 50% of the equity in the IPA. Additional owners may be added to the IPA upon a Supermajority Vote (2/3 vote of Managers appointed by both Class I and Class P Unit Owners) of the IPA Board of Managers. The IPA will be treated as a partnership for federal and state income tax purposes and will not elect tax treatment as a corporation on IRS Form 8832.

IPA Governance shall be a set forth in the IPA Amended and Restated Operating Agreement attached hereto as Exhibit C.

The Officers of the IPA will consist of a Chair, Vice-Chair, Treasurer, and Secretary. Officers will serve for two-year terms. There will be no limit of successive terms. Officers will be allocated equally between representatives appointed by Company and representatives appointed by Centene, and will be appointed as follows:

- The Company and Centene will each offer an officer slate (two officers must come from the Company and two from Centene)
- Company representatives will hold the positions of Chair and Secretary; Centene representatives will hold the positions of Vice Chair and Treasurer
- The Board of Managers will elect officers at the annual (if needed) meeting of the Board of Managers
- In the event an officer position is vacated during a term the new Officer appointed by either the Company or Centene will be presented and approved by the Board at the next meeting or as soon as is practical.

The Board of Managers of the IPA will establish and appoint standing or special committees as it deems necessary from time to time as set forth in the IPA's Operating Agreement (Exhibit C). There may also be an IPA Contracted Provider Advisory Council that is representative of diverse providers contracted with the IPA and a Member (persons served)

Advisory Council that is representative of membership (clients and former clients with geographic diversity).

In the event that additional IPA capital is needed, additional capital calls must be recommended by the IPA Board of Managers and must be approved by the vote of eighty percent (80%) of the Owners (*i.e.*, eighty percent (80%) of the membership interests of the Company and eighty percent (80%) of the membership interests of Centene. Centene may lend the Company amounts necessary to meet the Company's additional initial capital requirements. It is the intent of the parties that the Company and Centene each remain fifty percent (50%) owners of the IPA and neither Owner's Ownership Interest will be diluted for failure to meet a capital call.

The initial term of the IPA will be ten (10) years, but may terminate early in the event that the IPA has no contract in force for a period of ninety (90) days with either Sunshine Health or any other managed care organization, at which time the IPA shall proceed to dissolution if a renewal term is not approved. The Owners will discuss renewal of the IPA for additional 10-year term(s) after the completion of 8 years of the initial term or any subsequent renewal term. The decision to renew must be approved by Supermajority Vote of the IPA Board of Managers (i.e., two-thirds (2/3rds) of the voting power of the Class P Managers and two-thirds (2/3rds) of the voting power of the Class I Managers). If a renewal term is approved by only one class of Managers, the Owners will explore in good faith a fair market value buy-out of the Owner whose Managers declined to approve a renewal term by the other Owner, including the IPA Ownership Interest and rights under ancillary contracts such as the Management/Administrative Services Agreement.

FEDERAL INCOME TAX CONSIDERATIONS

The following is a brief summary of the material income tax issues that could affect a Member based on the planned activities of the Company. It is not possible to predict the effect of the provisions discussed on each Member's tax situation since the tax implications of an investment in the Company will vary for different Members. Moreover, this Memorandum does not purport to discuss the estate or gift tax consequences of an investment in the Company. THUS, THE FOLLOWING ANALYSIS IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING, AND PROSPECTIVE MEMBERS ARE ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATIONS.

The discussion herein is based on the law in effect on the date of this Private Placement Memorandum, including the Code, regulations promulgated under the Code (the "**Regulations**"), published rulings of the Service and court decisions. No assurance can be given that future legislative, administrative or judicial changes will not significantly modify the statements and opinions expressed herein. Additionally, any such changes might be applied retroactively with respect to transactions occurring prior to the effective dates of such changes. See "Possible Legislative Tax Changes" in this Section.

1. **Tax Status of the Company**. The Company will be classified as a partnership for federal income tax purposes. Because the Company will be classified as a partnership, it will

not be subject to U.S. federal income tax. Instead, the various Company items of income, gain, deduction, or loss will be included in the taxable income of the Members in accordance with the allocation formula set forth in the Company agreement (provided the allocation formula has substantial economic effect or is in accordance with the Members' Units).

2. **Publicly Traded Partnership Status**. Section 7704 of the Code provides that certain partnerships are to be treated as publicly traded partnerships and that a publicly traded partnership is to be treated as a corporation. The Company does not believe that it will be considered publicly traded because: (i) all Units in the Company will be issued in transactions that are not required to be registered under the Securities Act of 1933; and (ii) the Company will not have more than 100 Members at any time. The Company therefore expects to satisfy the private placement safe harbor in Section 1.7704-1(h) of the Regulations.

3. **Taxation of Members**. The Company, as an entity, is not subject to federal income tax. Instead, each Member will be taxed on its allocable share of the Company's taxable income, whether or not a cash distribution is made to such Member during its taxable year to pay the tax. Each Member will be entitled to deduct on its own income tax return that Member's allocable share of the Company's net losses, if any, to the extent of the tax basis of its Units at the end of the Company year in which such losses occur and subject to the at risk and passive loss limitation rules discussed below. Cash distributions to the Members and their allocable share of taxable income or loss are not equivalent because of, among other things, non-cash deductible items such as depreciation and additions to Company capital and reserves. Therefore, Members may receive cash distributions greater or less than the amounts of taxable income allocable to them. There is no assurance that the Company will make distributions sufficient to satisfy the Members' income tax liability due to Company operations. The characterization of an item of profit or loss (*e.g.*, as capital or ordinary) will be determined at the Company level and should be reported by the Member in accordance with such characterization.

4. **Basis in Units**. In general, a Member's tax basis in such Member's Units initially will equal the price paid for such Units increased by such Member's share of (a) Company taxable income, and (b) Company liabilities. Generally, a Member's tax basis in its Units will be decreased (but not below zero) by such Member's share of (i) distributions from the Company, (ii) decreases in the Member's share of Company liabilities, (iii) Company losses, and (iv) nondeductible expenditures of the Company that are not chargeable to capital. A Member's share of a recourse liability of the Company equals that portion of the liability for which the Member (or related person) bears the economic risk of loss after taking into account the Company's Operating Agreement, state law, or contractual obligations outside the Company's Operating Agreement, such as guarantees, indemnifications, reimbursement agreements, and other obligations running directly to creditors, the other Members, or the Company. A Member's share of nonrecourse liabilities will generally be based on that Member's share of the Company's profits.

5. **Passive Loss Rules**. Code Section 469 limits the ability of certain taxpayers to deduct losses from a "passive activity." A passive activity is generally defined as any activity that involves the conduct of any trade or business in which the taxpayer does not materially participate. For purposes of these rules, income and expenses are segregated into three categories: (i) active; (ii) portfolio; and (iii) passive. Losses and credits from passive activities

may not offset income or tax attributable to active or portfolio activities. Disallowed losses may be carried over to future years and retain their character as passive activity losses. Upon the disposition of an investor's entire interest in a passive activity, the investor may offset the passive loss against income from all other passive activities and may then offset the loss against other income. Each Member's share of the Company's income and loss will be passive income and loss to the extent the Member does not materially participate in the activities of the Company.

The computation of passive income or loss does not include income and expenses attributable to "portfolio" items such as interest, dividends, annuities, or royalties not derived in the ordinary course of a trade or business, and any gain or loss attributable to property held for investment. Therefore, it is possible for a single entity to produce passive loss and portfolio income that investors cannot offset.

6. **At Risk Limitations**. The provisions of Section 465 of the Code limit the amount of loss which individuals can deduct in connection with an activity to the aggregate amount with respect to which the taxpayer is "at risk" with respect to such activity at the end of the taxable year.

7. **Section 754 Election**. Because of the complexities of the tax accounting that would be required, the Company does not presently intend to file an election under Section 754 of the Code to allow the transferee of a Unit to adjust the basis of Company property in its hands to reflect any changes in value. The absence of a Section 754 election may cause such transferees to recognize more income or less loss from operations than if an election had been filed and could cause possible conversion of ordinary income or loss into capital gain or loss upon the sale of the Company's assets. However, recent legislation may require the Company to account for certain loss producing transactions as if a Section 754 election were in effect. Transferees should consult their tax advisors.

8. **Tax Allocations of Profits and Losses**. Net income and loss of the Company for any fiscal year will generally be allocated to the Members in proportion to their Units in the Company.

9. **Tax Accounting Matters and Company Deductions**.

(a) **Fiscal Year and Method of Accounting**. The Company's fiscal year ends on December 31, and the Company uses the accrual method of accounting.

(b) **Syndication and Organization Expenses**. Any expenditures for the offering and sale of the Units must be capitalized and cannot be amortized. Any expenditures for the organization of the Company must also be capitalized but may be amortized over a 180-month period. The Service could challenge the Company's allocation or classification of certain items as organizational expenses rather than syndication expenses. If the Service were successful, the Company's amortization deduction would be reduced.

10. **Disposition of Assets by the Company**. Any profit or loss that may be realized by the Company on the sale of the Company's non-inventory assets generally will be treated as capital gain or loss under the Code. However, the depreciation claimed on tangible personal

property is subject to being fully recaptured as ordinary income upon the sale of such property. To the extent that assets sold constitute "Section 1231 assets" (*i.e.*, real property and depreciable assets used in a trade or business and held for more than 12 months), gains or losses would be combined with any other Section 1231 gains or losses incurred by a Member in that year and its net Section 1231 gains or losses would be taxed as capital gains or constitute ordinary losses, as the case may be. Net Section 1231 gain will be converted into ordinary income to the extent of any net Section 1231 losses reported in the prior five years except to the extent such losses have already converted net Section 1231 gain to ordinary income.

11. **Disposition of Units**. No market is likely to develop for Units and the holder of Units may be unable to sell or otherwise liquidate the Units. If held for the requisite holding period, gain or loss realized on the sale of a Unit by a Member may be treated as a long-term capital gain or loss. That portion of the amount realized by the selling Member that is allocable to "inventory items" and "unrealized receivables," as defined in Section 751 of the Code, could produce ordinary income, even if a sale of a Unit produced an overall loss.

12. **Alternative Minimum Tax**. The Code imposes an alternative minimum tax ("**AMT**") upon taxpayors other than corporations in certain circumstances.

Alternative minimum taxable income is defined as taxable income determined with certain adjustments, plus items of tax preference. Adjustments in computing taxable income for these purposes include: (i) depreciation which is computed based upon the alternative depreciation system using the 150% declining balance method over the class life for personal property (other than property depreciated using straight line depreciation) and the straight line method over 40 years for real property; and (ii) the disallowance or limitation of certain itemized deductions.

The extent, if any, to which an investor will be subject to the AMT will depend on that investor's particular facts and circumstances. Each investor should consult with its own tax advisor to determine the impact of an investment in the Company on its overall tax situation. Investors should also note that the Code requires estimated tax payments to be made with regard to the AMT.

13. **Interest Expense Limits**. An investment in the Company could affect the deductibility of an investor's interest expense. An investor's interest on borrowing to purchase or carry Units will be deductible only against taxable income from the Company and other passive activities. See the discussion of the passive loss rules in paragraph 5 above.

14. **Interest to Carry Tax-Exempt Obligations**. Code Section 265(a)(2) disallows any deduction for interest paid by a taxpayer on indebtedness incurred or continued in order to purchase or carry tax-exempt obligations. The Company will not purchase or carry tax-exempt obligations; however, the Company may incur indebtedness. The Service might attempt to reduce losses deducted by Members owning tax-exempt obligations by arguing that part of the interest paid by the Company on its borrowings (or by the Member in connection with its purchase of Units) was paid on debt incurred in order to enable such Member to carry its tax-exempt obligations. The outcome of such a Service position would depend on the particular circumstances of the Member involved.

15. **Reports**. Within 120 days following the close of each fiscal year, the Company will provide the Members with information as to their share of income and losses of the Company, as well as certain other information, which will be sufficient to prepare their individual federal income tax returns.

16. **State and Local Taxes**. In addition to the federal income tax consequences described above, a Member may have to include its distributive share of the taxable income or loss of the Company in determining its reportable income for state and local tax purposes and may have to report its distributive share of taxable income to applicable states.

17. **Administrative and Judicial Determination of Tax Treatment of Company Items**. Audits of Company items by the Service are conducted at the Company level. Members must treat such items in a manner that is consistent with the treatment of the same items on the Company return, unless the Member files a statement identifying the inconsistency. Examination of the Company's information return could result in an adjustment to a Member's tax liability without any examination of the Member's tax return, or could result in an audit of the Member's entire return, including items that are unrelated to the investment in the Company.

Pursuant to Section 6229 of the Code, the statute of limitations for assessing a tax deficiency of a Member with respect to Company income or loss will expire three years after the latter of: (i) the due date of the Company's return (determined without regard to extensions); or (ii) the date the Company's return was filed. However, such periods are subject to extension if the Company has not identified all the Members of the Company. In such event, the period is extended to permit an assessment against a Member until one year after the date on which the name of the Member is furnished to the Service.

Centene is the "partnership representative" for tax matters for the IPA. The Company's Board of Managers shall appoint a "partnership representative" for tax matters for the Company. The partnership representative has the power to extend the statute of limitations for assessing deficiencies and such extension will be binding on all Members. Thus, the statute of limitations with respect to each Member's tax deficiency and the tax deficiency of each other person who reports a share of Company profit, gain, loss, deduction, or credit, to the extent attributable to the Company, may be extended without its consent. All Members are treated as parties to any Company tax litigation, and the results of litigation and certain settlements are binding on all Members. The partnership representative intends to keep each Member informed of all administrative and judicial proceedings for the adjustment at the Company level of Company items.

18. **Possible Legislative Tax Changes**. In recent years there have been a number of proposals made in Congress, by government agencies, and by the executive branch of the federal government, for changes in the federal income tax laws. In addition, the Service has proposed and may still be considering changes in regulations and procedures, and numerous private interest groups have lobbied for regulatory and legislative changes in federal income taxation.

It is impossible to predict with any degree of certainty what past proposals may be revived in future tax bills or what new proposals may be forthcoming, the likelihood of the adoption of any such proposals, the likely effect of any such proposals upon the income tax

treatment presently associated with investment in assets such as the Company, or the effective date of any legislation which may derive from any such past or future proposals. Potential investors are strongly urged to consider ongoing developments in this uncertain area and to consult their own tax advisors in assessing the risks of investment in the Company.

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS DISCLOSURE IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY YOU FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) OF THE TRANSACTION OR MATTERS ADDRESSED HEREIN; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

PLAN OF DISTRIBUTION AND TERMS OF THE OFFERING

Each Unit is offered at a price of $2,000 per Unit (minimum purchase per investor is twenty five (25) Unit ($50,000). The percentage of ownership in the Company represented by this number of Units will be based on the total number of Subscribers and shall range from 2.5% (based on 40 Subscribers) to 5% (based on 20 Subscribers) but may be a lesser percentage if there are more than 40 Subscribers. The Company may accept or reject subscriptions in whole or in part, in its sole discretion; it is expected that subscriptions will be reduced on a *pro rata* basis if the Offering is oversubscribed (*i.e.*, if there are more than 40 Subscribers) or otherwise if necessary so that each Subscriber acquires an equal number of Units. The Company may in its sole discretion terminate this Offering if there are less than twenty (20) Subscribers and/or if the amount of capital raised in this Offering is less than One Million Dollars ($1,000,000).

The Company further reserves the right in its discretion to raise additional funds for the Company through one or more loans from Centene in such amounts and on such terms as the Company shall determine.

The Units are being offered on a best-efforts basis by the Company. No commissions or other remuneration will be paid in connection with the Offering.

The Offering will expire on January ___, 2020 [60 days] unless terminated earlier by the Company in its sole discretion (unless the Company, in its sole discretion, extends the Offering).

Prospective investors are invited to review at the offices of the Company, during regular business hours and after reasonable prior notice, all relevant materials relating to an investment in the Company (to the extent the Company possesses such information or can acquire it without reasonable effort or expense) necessary to evaluate the information set forth in this Private Placement Memorandum. In addition, prospective investors may ask questions of the representatives of the Company concerning the terms and conditions of this Offering.

This Offering is intended to be exempt from registration under the Securities Act of 1933, as amended because it is not a public offering, and it is expected to satisfy the requirements of Regulation D and Section 4(2) thereunder. These rules set forth certain criteria which, if satisfied in connection with a placement of securities, entitles such placement to exemption from registration under the Securities Act of 1933, as amended. This Offering is also intended to constitute an exempt transaction under Fla. Stat. Section 517.061.

The total purchase price is payable upon subscription.

EXHIBIT A

PROJECTED
FINANCIAL STATEMENTS

ASSUMPTIONS ABOUT FUTURE EVENTS ARE INHERENTLY INACCURATE. THESE PROJECTIONS ARE BASED ON ASSUMPTIONS THAT THE COMPANY BELIEVES TO BE REASONABLE. HOWEVER, IT IS LIKELY THAT A MATERIAL NUMBER OF THESE ASSUMPTIONS WILL PROVE TO BE INACCURATE AND THAT THESE PROJECTED FINANCIAL STATEMENTS WILL THEREFORE BE INCORRECT, PERHAPS MATERIALLY SO.

Integrated Care Network of Florida (ICNF) Proforma Companion Guide

All numbers included in the proforma are estimates/placeholders until actual data can be included. While the genesis of the analysis was historical claims data from Sunshine, many assumptions have been made with regard to elements that will be determined during the contract negotiation process. Once the ICNF has been formed, assumptions will be updated based on actuarial analysis to inform ICNF proformas and budgets with regard to the number of participating ICNF providers, defined attribution methodology, incentives, and various other elements. The proforma represents an informed view of how these various elements may play out, but actual results will inevitably vary.

Assumptions Tab

- The Assumptions tab is the summary presentation of the Base, Downside, and Upside case scenarios. Variables that change within the scenarios are Membership and Incentives.
- This tab shows summary ICNF revenues and expenses for the Base, Downside and Upside scenarios, with revenues and expenses expressed on a PMPM basis.
- The Adjusted Claims Cost is the percent of the capitated payments that the ICNF spends on claims and activities that improve the quality of care for behavioral health services.
- Membership and Incentives are varied in each of the color-coded tabs.
    - The **purple tabs (scenario a)** represent the Base, Downside and Upside case scenarios where the variable is **Membership.**
    - The **blue tabs (scenario b)** represent the Base, Downside and Upside case scenarios where the variable is **Incentives.**
- Attributed members are the population for which the ICNF receives a PMPM payment from the health plan and therefore is considered "risk-based." Non-attributed members are the population who have a behavioral health diagnosis but cannot yet be attributed to the ICNF since claims history does not yet meet the attribution criteria. Claims for non-attributed members will be paid fee for service and are therefore considered non-risk based.
- Because non-attributed members (non-risk based) are paid FFS they are only included in the proforma to account for possible pay-for-performance (P4P) incentives.

Base Case Tab

- The Base Case tab identifies the detailed line items in each category of Revenues and Obligated Expenses.
- The Base Case shows Revenues and Expenses on a PMPM/attributed member basis (Column E) and in total dollar values (Column F).
- The Base Case is based on the membership assumptions adopted by the Coordinating Council. It shows the assumption of a nearly "break even" scenario in 2020, followed by small net incomes in 2021 and 2022. It accounts for moderate membership growth and medical inflation rates in subsequent years.

- Shows static Incentive payments over all years represented and holds Adjusted Claims Cost at 92%.
- Line 13, Care Management in the Revenues category represents fees paid by Sunshine to the ICNF for Care Management; Line 23, Care Management in the Obligated Expenses category represents payment of those fees to ICNF providers.
- In the Base Case scenario, Lines 15, 16 and 17 show that the ICNF would earn incentives of $9PMPM and Line 24 shows that the ICNF would distribute $8PMPM in incentives to ICNF providers. It is anticipated that the IPA would retain a small portion of the earned incentives in order to fully cover operational costs. It is important to note that the decision on what the actual distribution would be will be determined by the ICNF Board.
- Line 18, Administrative in the Revenue category is the administrative cost that will need to be negotiated with Sunshine Health. These revenues will be used as determined by the ICNF Board to support MSO and/or other administrative costs (management costs and operating costs).
    - The proforma shows that the administrative cost negotiated with Sunshine will equal the fees paid to the MSO. It is possible that when combined, the ICNF administrative costs (management costs and operating costs) and MSO fees may exceed the administrative amount received from Sunshine and will need to be funded by ICNF.
- Line 27, MSO fees, will likely include the following services that will be provided by the MSO (subject to change pending final contract negotiations):
    - Member/provider support
        - Claims processing and encounter management
        - Provider services/call center
        - Eligibility and enrollment
        - Specific utilization management activities (to be determined)
        - Credentialing
        - Provider data management
        - Provider performance management and education
        - Data analytics
    - ICNF support
        - Provider contracting
        - Finance and accounting
        - Marketing
        - Population Health Platform
        - Core operating costs, e.g. office space, phone, HR and IT support

Downside Case A and Upside Case A – Membership as the Variable (Purple Tabs)

- Downside Cases A and B use the Base Case Incentives and Adjusted Claims Cost figures to show the impact of insufficient membership (negative net income) and high membership numbers (positive net income).
- These tabs show how increased membership also increases claims costs, Care Management and Incentives, and MSO fees.

- Note that Care Management and Incentives revenues and expenses increase with increased membership on a total dollar basis, but not on a PMPM basis.

Downside Case B and Upside Case B – Incentives as the Variable (Blue Tabs)

- Downside and Upside Cases B use the Base Case rates figure of 18,000 members and 92% Adjusted Claims Cost across all years to show the impact of low and high PMPM Incentive payments on net income.
- Fewer incentives are earned in the Downside Case; more incentives are earned in the Upside Case.
- In Downside Case B, ICNF pays out more incentives to providers than it receives from Sunshine Health ($7PMPM paid to providers vs $3PMPM received from Sunshine). It is possible that certain providers could achieve their performance targets even if ICNF in total does not achieve its performance targets, which could result in owing providers more than was earned from Sunshine Health. This illustrates the importance of aligning provider performance metrics and payouts with ICNF's overall contractual requirements.

mary of Pro Forma Scenarios - Integrated Care Network of Florida (ICNF)

le - Membership	2020 Base Case	2020 Downside Case a	2020 Upside Case a	2024 Base Case	2024 Downside Case a	2024 Upside Ca
uted members (risk-based)	18,000	12,000	27,000	30,000	24,000	42
ttributed members (non-risk based; P4P only)	6,000	3,600	8,100	10,000	7,200	12
ed Claims Cost (average)	92%	92%	92%	92%	92%	
ives earned (Quality, TCOC)	$9 PMPM	$9 PMPM	$9 PMPM	$9 PMPM	$9 PMPM	$9 PMPM
ives paid to providers (Quality, TCOC)	$8 PMPM	$8 PMPM	$8 PMPM	$8 PMPM	$8 PMPM	$8 PMPM
Cost % of Admin revenues	100%	100%	100%	100%	100%	
Mgt % of Care Mgt revenues	100%	100%	100%	100%	100%	
rma Net Income (000s)	$ (65)	$ (986)	$ 1,550	$ 1,224	$ (562)	$ 3

le - Incentives	2020 Base Case	2020 Downside Case b	2020 Upside Case b	2024 Base Case	2024 Downside Case b	2024 Upside Ca
uted members (risk-based)	18,000	18,000	18,000	30,000	30,000	30
ttributed members (non-risk based; P4P only)	6,000	6,000	6,000	10,000	10,000	10
ted Claims Cost (average)	92%	92%	92%	92%	92%	
ives earned (Quality, TCOC)	$9 PMPM	$3 PMPM	$11 PMPM	$9 PMPM	$3 PMPM	$11 PMPM
ives paid to providers (Quality, TCOC)	$8 PMPM	$7 PMPM	$9 PMPM	$8 PMPM	$7 PMPM	$9 PMPM
Cost % of Admin revenues	100%	100%	100%	100%	100%	
Mgt % of Care Mgt revenues	100%	100%	100%	100%	100%	
rma Net Income (000s)	$ (65)	$ (777)	$ 375	$ 1,224	$ (236)	$ 1

	PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs
Year>>	2020			2021			2022			2023			2024	
	18,000	**216,000**		21,000	**252,000**		**24,000**	**288,000**		**27,000**	**324,000**		30,000	**3**
bers (risk-based)	18,000	216,000		21,000	252,000		24,000	288,000		27,000	324,000		30,000	3
members (non-risk based; P4P only)	6,000	72,000		7,000	84,000		8,000	96,000		9,000	108,000		10,000	1
r Months		12			12			12			12			
	$ 179	**$ 38,677,735**		**$ 183**	**$ 46,207,626**		**$ 188**	**$ 54,047,118**		**$ 192**	**$ 62,196,210**		**$ 196**	**$ 70,6**
ue	$ 148	$ 31,888,850		$ 152	$ 38,287,261		$ 156	$ 44,995,271		$ 161	$ 52,012,882		$ 165	$ 59,3
tion	3%			6%			9%			12%			15%	
revenue														
ment	$ 8	$ 1,728,000		$ 8	$ 2,016,000		$ 8	$ 2,304,000		$ 8	$ 2,592,000		$ 8	$ 2,8
d														
-non attributed)	$ 1	$ 144,000		$ 1	$ 168,000		$ 1	$ 192,000		$ 1	$ 216,000		$ 1	$ 2
- attributed)	$ 5	$ 1,080,000		$ 5	$ 1,260,000		$ 5	$ 1,440,000		$ 5	$ 1,620,000		$ 5	$ 1,8
Care	$ 3	$ 648,000		$ 3	$ 756,000		$ 3	$ 864,000		$ 3	$ 972,000		$ 3	$ 1,0
	$ 15	$ 3,188,885		$ 15	$ 3,720,366		$ 15	$ 4,251,847		$ 15	$ 4,783,328		$ 15	$ 5,3
s	**$ 179**	**$ 38,742,593**		**$ 182**	**$ 45,835,658**		**$ 185**	**$ 53,415,796**		**$ 189**	**$ 61,280,767**		**$ 193**	**$ 69,4**
Attributed Members	$ 136	$ 29,475,183		$ 140	$ 35,224,280		$ 144	$ 41,395,649		$ 148	$ 47,851,852		$ 152	$ 54,5
s Cost	92%			92%			92%			92%			92%	
(CM fee to providers)	$ 8	$ 1,728,000		$ 8	$ 2,016,000		$ 8	$ 2,304,000		$ 8	$ 2,592,000		$ 8	$ 2,8
roviders (Quality, TCOC)	$ 8	$ 1,684,800		$ 8	$ 1,890,000		$ 8	$ 2,160,000		$ 8	$ 2,430,000		$ 8	$ 2,7
see tab 9 "management costs" for tions)	$ 5	$ 1,007,975		$ 5	$ 1,175,971		$ 5	$ 1,343,967		$ 5	$ 1,511,963		$ 5	$ 1,6
osts (see tab 10 "operating costs" for	$ 4	$ 907,750		$ 4	$ 1,059,042		$ 4	$ 1,210,333		$ 4	$ 1,361,625		$ 4	$ 1,5
	$ 15	$ 3,188,885		$ 15	$ 3,720,366		$ 15	$ 4,251,847		$ 15	$ 4,783,328		$ 15	$ 5,3
*(to be determined by ICNF Board)***	$ 3	$ 750,000		$ 3	$ 750,000		$ 3	$ 750,000		$ 2	$ 750,000		$ 2	$ 7
enses*	**$ -**	**$ -**		**$ -**	**$ -**		**$ -**	**$ -**		**$ -**	**$ -**		**$ -**	**$**
centive Bonus Pool			35%			35%			35%			35%		
l			35%			35%			35%			35%		
	$ (0)	**$ (64,858)**		**$ 1**	**$ 371,968**		**$ 2**	**$ 631,322**		**$ 3**	**$ 915,443**		**$ 3**	**$ 1,2**

tributions are TBD by ICNF Board and will be equally split between ProviderCo and Centene (via MSO)
th mgt. tools/implementation (est $500k) and pilot/innovation funding (est $250k)

E CASE A

	PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MMOs, $$)		PMPM (attributed member)	Total (MM
	2020			2021			2022			2023			2024	
nbers (risk-based)	12,000	144,000		15,000	180,000		18,000	216,000		21,000	252,000		24,000	
members (non-risk based; P4P only)	12,000	144,000		15,000	180,000		18,000	216,000		21,000	252,000		24,000	
	3,600	43,200		4,500	54,000		5,400	64,800		6,300	75,600		7,200	
er Months		12			12			12			12			
	$ 178	$ 25,687,938		$ 183	$ 32,883,924		$ 187	$ 40,389,510		$ 191	$ 48,204,697		$ 196	$ 5
nue	$ 148	$ 21,259,234		$ 152	$ 27,348,043		$ 156	$ 33,746,453		$ 161	$ 40,454,464		$ 165	$ 4
tion	3%			6%			9%			12%			15%	
revenue														
ement	$ 8	$ 1,152,000		$ 8	$ 1,440,000		$ 8	$ 1,728,000		$ 8	$ 2,016,000		$ 8	$
ed														
-non attributed)	$ 0	43,200		$ 0	54,000		$ 0	64,800		$ 0	75,600		$ 0	
- attributed)	$ 5	$ 720,000		$ 5	$ 900,000		$ 5	$ 1,080,000		$ 5	$ 1,260,000		$ 5	$
f Care	$ 3	$ 387,581		$ 3	$ 484,477		$ 3	$ 581,372		$ 3	$ 678,267		$ 3	$
	$ 15	$ 2,125,923		$ 15	$ 2,657,404		$ 15	$ 3,188,885		$ 15	$ 3,720,366		$ 15	$
es	$ 185	$ 26,674,018		$ 188	$ 33,808,851		$ 191	$ 41,167,365		$ 194	$ 48,888,992		$ 198	$ 5
- Attributed Members	$ 136	$ 19,650,370		$ 140	$ 25,216,791		$ 144	$ 31,006,893		$ 147	$ 37,160,107		$ 151	$ 4
ns Cost	92%			92%			92%			92%			92%	
t (CM fee to providers)	$ 8	$ 1,152,000		$ 8	$ 1,440,000		$ 8	$ 1,728,000		$ 8	$ 2,016,000		$ 8	$
providers (Quality, TCOC)	$ 8	$ 1,080,000		$ 8	$ 1,350,000		$ 8	$ 1,620,000		$ 8	$ 1,890,000		$ 8	$
(see tab 9 "management costs" for itions)	$ 7	$ 1,007,975		$ 7	$ 1,259,969		$ 7	$ 1,511,963		$ 7	$ 1,763,956		$ 7	$
Costs (see tab 10 "operating costs" for included	$ 6	$ 907,750		$ 6	$ 1,134,688		$ 6	$ 1,361,625		$ 6	$ 1,588,563		$ 6	$
	$ 15	$ 2,125,923		$ 15	$ 2,657,404		$ 15	$ 3,188,885		$ 15	$ 3,720,366		$ 15	$
s (to be determined by ICNF Board)**	$ 5	$ 750,000		$ 4	$ 750,000		$ 3	$ 750,000		$ 3	$ 750,000		$ 3	$
enses*	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$
centive Bonus Pool*	$ -	$ -	35%	$ -	$ -	35%	$ -	$ -	35%	$ -	$ -	35%	$ -	$
ol*	$ -	$ -	35%	$ -	$ -	35%	$ -	$ -	35%	$ -	$ -	35%	$ -	$
	$ (7)	$ (986,080)		$ (5)	$ (924,927)		$ (4)	$ (777,855)		$ (3)	$ (684,294)		$ (2)	$

stributions are TBD by ICNF Board and will be equally split between ProviderCo and Centene (via MSO)
lth mgt. tools/implementation (est $500k) and pilot/innovation funding (est $250k)

SE A

	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MM
	2020		2021		2022		2023		2024	
	27,000	**324,000**	**30,000**	**360,000**	**33,000**	**396,000**	**36,000**	**432,000**	**42,000**	
nbers (risk-based)	27,000	324,000	30,000	360,000	33,000	396,000	36,000	432,000	42,000	
members (non-risk based; P4P only)	8,100	97,200	9,000	108,000	9,900	118,800	10,800	129,600	12,600	
er Months		12		12		12		12		
	$ 179	**$ 57,995,003**	**$ 183**	**$ 65,986,895**	**$ 188**	**$ 74,288,387**	**$ 192**	**$ 82,899,480**	**$ 196**	**$ 9**
nue	$ 148	$ 47,833,276	$ 152	$ 54,696,086	$ 156	$ 61,868,498	$ 161	$ 69,350,510	$ 165	$ 8
tion	3%		6%		9%		12%		15%	
revenue										
ement	$ 8	$ 2,592,000	$ 8	$ 2,880,000	$ 8	$ 3,168,000	$ 8	$ 3,456,000	$ 8	$
ed										
-non attributed)	$ 1	194,400	$ 1	216,000	$ 1	237,600	$ 1	259,200	$ 1	
- attributed)	$ 3	$ 972,000	$ 3	$ 1,080,000	$ 3	$ 1,188,000	$ 3	$ 1,296,000	$ 3	$
Care	$ 5	$ 1,620,000	$ 5	$ 1,800,000	$ 5	$ 1,980,000	$ 5	$ 2,160,000	$ 5	$
	$ 15	$ 4,783,328	$ 15	$ 5,314,808	$ 15	$ 5,846,289	$ 15	$ 6,377,770	$ 15	$
es	**$ 174**	**$ 56,445,394**	**$ 178**	**$ 64,043,050**	**$ 182**	**$ 71,921,701**	**$ 185**	**$ 80,081,111**	**$ 189**	**$ 9**
- Attributed Members	$ 136	$ 43,974,341	$ 140	$ 50,269,658	$ 144	$ 56,845,970	$ 147	$ 63,703,041	$ 151	$ 7
s Cost	92%		92%		92%		92%		92%	
t (CM fee to providers)	$ 8	$ 2,592,000	$ 8	$ 2,880,000	$ 8	$ 3,168,000	$ 8	$ 3,456,000	$ 8	$
providers (Quality, TCOC)	$ 8	$ 2,430,000	$ 8	$ 2,700,000	$ 8	$ 2,970,000	$ 8	$ 3,240,000	$ 8	$
(see tab 9 "management costs" for										
itions)	$ 3	$ 1,007,975	$ 3	$ 1,119,972	$ 3	$ 1,231,969	$ 3	$ 1,343,967	$ 3	$
Costs (see tab 10 "operating costs" for included										
	$ 3	$ 907,750	$ 3	$ 1,008,611	$ 3	$ 1,109,472	$ 3	$ 1,210,333	$ 3	$
	$ 15	$ 4,783,328	$ 15	$ 5,314,808	$ 15	$ 5,846,289	$ 15	$ 6,377,770	$ 15	$
*(to be determined by ICNF Board)***	$ 2	$ 750,000	$ 2	$ 750,000	$ 2	$ 750,000	$ 2	$ 750,000	$ 1	$
enses*	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$**
*centive Bonus Pool**		35%		35%		35%		35%		
*l**		35%		35%		35%		35%		
	$ 5	**$ 1,549,609**	**$ 5**	**$ 1,943,845**	**$ 6**	**$ 2,366,686**	**$ 7**	**$ 2,818,369**	**$ 7**	**$**

stributions are TBD by ICNF Board and will be equally split between ProviderCo and Centene (via MSO)
lth mgt. tools/implementation (est $500k) and pilot/innovation funding (est $250k)

CASE B

	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MMOs, $$)	PMPM (attributed member)	Total (MM
	2020		2021		2022		2023		2024	
	18,000	**216,000**	21,000	**252,000**	**24,000**	**288,000**	**27,000**	**324,000**	**30,000**	
bers (risk-based)	18,000	216,000	21,000	252,000	24,000	288,000	27,000	324,000	30,000	
members (non-risk based; P4P only)	6,000	72,000	7,000	84,000	8,000	96,000	9,000	108,000	10,000	
er Months		**12**		**12**		**12**		**12**		
	$ 174	**$ 37,525,735**	**$ 178**	**$ 44,863,626**	**$ 182**	**$ 52,511,118**	**$ 187**	**$ 60,468,210**	**$ 191**	**$**
nue	$ 148	$ 31,888,850	$ 152	$ 38,287,261	$ 156	$ 44,995,271	$ 161	$ 52,012,882	$ 165	$
tion	3%		6%		9%		12%		15%	
revenue										
ment	$ 8	$ 1,728,000	$ 8	$ 2,016,000	$ 8	$ 2,304,000	$ 8	$ 2,592,000	$ 8	$
ed										
-non attributed)	$ 0	72,000	$ 0	84,000	$ 0	96,000	$ 0	108,000	$ 0	
attributed)	$ 3	$ 648,000	$ 3	$ 756,000	$ 3	$ 864,000	$ 3	$ 972,000	$ 3	$
Care	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
	$ 15	$ 3,188,885	$ 15	$ 3,720,366	$ 15	$ 4,251,847	$ 15	$ 4,783,328	$ 15	$
es	**$ 177**	**$ 38,302,838**	**$ 181**	**$ 45,548,139**	**$ 184**	**$ 53,074,670**	**$ 188**	**$ 60,882,196**	**$ 192**	**$**
Attributed Members	$ 136	$ 29,316,227	$ 140	$ 35,188,761	$ 144	$ 41,342,524	$ 147	$ 47,777,281	$ 151	$
s Cost	92%		92%		92%		92%		92%	
(CM fee to providers)	$ 8	$ 1,728,000	$ 8	$ 2,016,000	$ 8	$ 2,304,000	$ 8	$ 2,592,000	$ 8	$
roviders (Quality, TCOC)	$ 7	$ 1,404,000	$ 7	$ 1,638,000	$ 7	$ 1,872,000	$ 7	$ 2,106,000	$ 7	$
(see tab 9 "management costs" for tions)	$ 5	$ 1,007,975	$ 5	$ 1,175,971	$ 5	$ 1,343,967	$ 5	$ 1,511,963	$ 5	$
osts (see tab 10 "operating costs" for included	$ 4	$ 907,750	$ 4	$ 1,059,042	$ 4	$ 1,210,333	$ 4	$ 1,361,625	$ 4	$
	$ 15	$ 3,188,885	$ 15	$ 3,720,366	$ 15	$ 4,251,847	$ 15	$ 4,783,328	$ 15	$
*(to be determined by ICNF Board)**	$ 3	$ 750,000	$ 3	$ 750,000	$ 3	$ 750,000	$ 2	$ 750,000	$ 2	$
enses*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
centive Bonus Pool*	$ -	$ - 35%	$ -	$ - 35%	$ -	$ - 35%	$ -	$ - 35%	$ -	$
l*	$ -	$ - 35%	$ -	$ - 35%	$ -	$ - 35%	$ -	$ - 35%	$ -	$
	$ (4)	**$ (777,102)**	**$ (3)**	**$ (684,513)**	**$ (2)**	**$ (563,552)**	**$ (1)**	**$ (413,986)**	**$ (1)**	**$**

tributions are TBD by ICNF Board and will be equally split between ProviderCo and Centene (via MSO)
th mgt. tools/implementation (est $500k) and pilot/innovation funding (est $250k)

SE B

Year>	2020 PMPM (attributed member)	2020 Total (MMOs, $$)	2021 PMPM (attributed member)	2021 Total (MMOs, $$)	2022 PMPM (attributed member)	2022 Total (MMOs, $$)	2023 PMPM (attributed member)	2023 Total (MMOs, $$)	2024 PMPM (attributed member)	2024 Total (MM
	18,000	**216,000**	**21,000**	**252,000**	**24,000**	**288,000**	**27,000**	**324,000**	**30,000**	
bers (risk-based)	18,000	216,000	21,000	252,000	24,000	288,000	27,000	324,000	30,000	
members (non-risk based; P4P only)	6,000	72,000	7,000	84,000	8,000	96,000	9,000	108,000	10,000	
er Months		12		12		12		12		
	$ 181	**$ 39,109,735**	**$ 185**	**$ 46,711,626**	**$ 190**	**$ 54,623,118**	**$ 194**	**$ 62,844,210**	**$ 198**	**$**
nue	$ 148	$ 31,888,850	$ 152	$ 38,287,261	$ 156	$ 44,995,271	$ 161	$ 52,012,882	$ 165	$
tion	3%		6%		9%		12%		15%	
revenue										
ement	$ 8	$ 1,728,000	$ 8	$ 2,016,000	$ 8	$ 2,304,000	$ 8	$ 2,592,000	$ 8	$
ed										
-non attributed)	$ 1	144,000	$ 1	168,000	$ 1	192,000	$ 1	216,000	$ 1	
- attributed)	$ 3	$ 648,000	$ 3	$ 756,000	$ 3	$ 864,000	$ 3	$ 972,000	$ 3	$
Care	$ 7	$ 1,512,000	$ 7	$ 1,764,000	$ 7	$ 2,016,000	$ 7	$ 2,268,000	$ 7	$
	$ 15	$ 3,188,885	$ 15	$ 3,720,366	$ 15	$ 4,251,847	$ 15	$ 4,783,328	$ 15	$
es	**$ 179**	**$ 38,734,838**	**$ 183**	**$ 46,052,139**	**$ 186**	**$ 53,650,670**	**$ 190**	**$ 61,530,196**	**$ 194**	**$**
Attributed Members	$ 136	$ 29,316,227	$ 140	$ 35,188,761	$ 144	$ 41,342,524	$ 147	$ 47,777,281	$ 151	$
s Cost	92%		92%		92%		92%		92%	
(CM fee to providers)	$ 8	$ 1,728,000	$ 8	$ 2,016,000	$ 8	$ 2,304,000	$ 8	$ 2,592,000	$ 8	$
providers (Quality, TCOC)	$ 9	$ 1,836,000	$ 9	$ 2,142,000	$ 9	$ 2,448,000	$ 9	$ 2,754,000	$ 9	$
(see tab 9 "management costs" for tions)	$ 5	$ 1,007,975	$ 5	$ 1,175,971	$ 5	$ 1,343,967	$ 5	$ 1,511,963	$ 5	$
osts (see tab 10 "operating costs" for										
	$ 4	$ 907,750	$ 4	$ 1,059,042	$ 4	$ 1,210,333	$ 4	$ 1,361,625	$ 4	$
	$ 15	$ 3,188,885	$ 15	$ 3,720,366	$ 15	$ 4,251,847	$ 15	$ 4,783,328	$ 15	$
(to be determined by ICNF Board)**	$ 3	$ 750,000	$ 3	$ 750,000	$ 3	$ 750,000	$ 2	$ 750,000	$ 2	$
enses*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
centive Bonus Pool*		35%		35%		35%		35%		
l*		35%		35%		35%		35%		
	$ 2	**$ 374,898**	**$ 3**	**$ 659,487**	**$ 3**	**$ 972,448**	**$ 4**	**$ 1,314,014**	**$ 5**	**$**

stributions are TBD by ICNF Board and will be equally split between ProviderCo and Centene (via MSO)
lth mgt. tools/implementation (est $500k) and pilot/innovation funding (est $250k)

EXHIBIT B

AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF COMPANY

AMENDED AND RESTATED
OPERATING AGREEMENT

OF

BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC

_____, 20__

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AMENDED AND RESTATED
OPERATING AGREEMENT
OF
Behavioral Health Partners of Florida, LLC

(a Florida Limited Liability Company)

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of **Behavioral Health Partners of Florida**, LLC, a Florida limited liability company (the "Company"), is made and entered into effective as of this ____ day of _____, 20___ (the "Effective Date") by and among the Persons described on the "Member Schedule" attached as Exhibit A hereto (each, a "Member" and collectively, the "Members"), and each other Person who, after the date hereof, lawfully acquires Membership Units and, through the execution of a Joinder Agreement, becomes a party to this Agreement (such Persons, together with the existing Members, collectively, the "Members"). Each of the Members and the Company may be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Company was formed under the laws of the State of Florida by the filing of the articles of organization under Section 605.0201 of the Act with the Secretary of State of the State of Florida on July 30, 2019;

WHEREAS, the initial Member initially organized the Company pursuant to the Limited Liability Company Operating Agreement of **Behavioral Health Partners of Florida**, LLC dated _____, 20__ (the "Original Agreement");

WHEREAS, the initial Member and additional Members are holders of all of the issued and outstanding Membership Units, and each such Member owns, as of the Effective Date, the number of Membership Units set forth opposite such Member's name on the Member Schedule attached as Exhibit A to this Agreement; and

WHEREAS, this Agreement is being entered into in order to facilitate the continuous, harmonious, and effective management of the affairs, policies, and operations of the Company, and to set forth herein the Members' respective relationships, rights, obligations, and agreements with respect to each other and the Company and the governance thereof.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual representations, covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

AGREEMENT

ARTICLE I
DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. Capitalized terms used and not otherwise defined herein, shall have the meaning ascribed to such terms as set forth below:

"*Act*" means the Florida Revised Limited Liability Company Act, Florida Statutes Chapter 605, as the same may be amended from time to time.

"*Affiliate*" shall mean, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"*Asset FMV*" shall mean, with respect to any asset as of any date, the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board of Managers based on such factors as the Board of Managers, in the exercise of its reasonable business judgment, considers relevant.

"*Behavioral Health Services*" shall mean mental health services regulated by the Florida Department of Children and Families and substance abuse services regulated by the Florida Department of Children and Families.

"*Business Day*" shall mean a day other than a Saturday, Sunday, or other day on which commercial banks in the city of Tallahassee, Florida, are authorized or obligated by Law or executive order to close.

"*Capital Accounts*" shall mean the accounts established on the books of the Company with respect to each Member. The Capital Account of each Member will be credited with the Capital Contribution of a Member and a Member's distributive share of Net Profits. The Capital Account of each Member will be debited with the amount of cash and the fair market value of any Company property distributed to a Member under this Agreement (net of liabilities securing such distributed property that the Member is considered to assume under or take subject to Section 752 of the Code), and a Member's distributive share of Net Losses. If the Company Basis of Company assets is adjusted as provided in this Agreement, the Capital Accounts of all Members will be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss on such assets equal to the amount of the aggregate net adjustment. Capital Accounts shall be maintained and adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b). If an interest in the Company is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest, and to the extent such succession is necessary to maintain the Capital Accounts in compliance with applicable Treasury Regulations.

"*Capital Contribution*" means, for any Member, the total amount of cash and cash equivalents and the Asset FMV of any property contributed to the Company by such Member.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

"*Company Basis*" shall mean in the case of an asset contributed by a Member to the Company, the fair market value of the asset on the date of contribution, as reasonably determined by the contributing Member and the Company, less Depreciation thereafter taken with respect thereto, if any; and, in the case of any other asset, its adjusted basis for federal income tax purposes. The Company Basis of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Board of Managers, as of the following times: (i) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a minimal Capital Contribution; (ii) the distribution by the Company of more than a minimal amount of Company property other than money, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their interests in the Company; and (iii) the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code. If the Company Basis of an asset has been adjusted as so provided, the Company Basis shall thereafter be adjusted by the Depreciation taken into account with respect to such asset.

"*Confidential Information*" shall mean, with respect to the Company and its Affiliates, all non-public, confidential, or proprietary information which pertains or relates to the business activities of the Company or this Agreement, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: (i) all information concerning past, present, and future business affairs, patients, clients, finances, customer and supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies; (ii) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property; (iii) any other information that would reasonably be considered non-public, confidential, or proprietary; and (iv) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

"*Coordinating Council*" shall mean the interim decision-making board established to facilitate the creation, development, and formation of the IPA, which included representatives of the following organizations: Centene Corporation, Florida Council for Community Mental Health, LifeStream Behavioral Center, Peace River Center, Meridian Behavioral Healthcare, Gracepoint Wellness, Devereux Advanced Behavioral Health, Aspire Health Partners, and Centerstone Florida.

"*Depreciation*" shall mean for each year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for the year, except that if the Company Basis of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the year, then the depreciation, amortization, or cost recovery deduction with respect to such asset shall be an amount which bears the same ratio to such beginning Company Basis as federal income tax depreciation,

amortization, or other cost recovery deduction for the year bears to the beginning adjusted tax basis.

"*Encumbrance*" shall mean any lien, claim, charge, mortgage, pledge, security interest, option, preferential arrangement, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"*Entity*" shall mean any general partnership, limited partnership, limited liability partnership, corporation, limited liability company, joint venture, trust, business trust, estate, cooperative, or other association or business entity.

"*Equity Interests*" shall mean, with respect to any Entity, all forms of equity interests in such Entity or any successor of such Entity (however designated, whether voting or non-voting), all investment interests convertible into or exchangeable or exercisable for such equity interests, and all warrants, options, or other rights to purchase or acquire from such Entity or any successor of such Entity, such equity interests, or investment interests convertible into or exchangeable or exercisable for such equity interests, including, with respect to the Company, the Membership Units.

"*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended.

"*Governing Documents*" shall mean, as applicable, an Entity's articles of incorporation, articles of incorporation, bylaws, articles of formation, operating agreement, partnership articles, partnership agreement, stockholders' agreement, committee charters, or equivalent organizational or constituent documents.

"*Governmental Authority*" shall mean any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"*Governmental Order*" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

"*Indebtedness*" shall mean, with respect to any Person, all liabilities of such Person (a) for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money; (b) for any indebtedness evidenced by notes, debentures, bonds, or other similar instruments; (c) with respect to any deferred purchase price of any asset or services; (d) to reimburse any obligor on any letter of credit or similar credit transaction securing obligations of any Person; (e) to pay rent or other amounts under any lease of real or personal property, which obligations are to be classified and accounted for as capital leases in accordance with U.S. generally accepted accounting principles, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with U.S. generally accepted accounting principles; (f) constituting a guarantee of any liabilities or obligations of any other Persons; or (g) secured by an Encumbrance on any of such Person's assets.

"*IPA*" shall mean Integrated Care Network of Florida, LLC, a Delaware limited liability company.

"*Law*" shall mean any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any Governmental Authority.

"*Losses*" shall mean any losses, damages, liabilities, deficiencies, amounts paid in settlement, judgments, penalties, or fines of any kind.

"*Membership Interest*" means the entire limited liability company interest of a Member in the Company and such Member's right: (a) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (b) to any and all other rights to which such Member may be entitled as provided in this Agreement or the Act.

"*Membership Unit*" means a unit representing a fractional part of the Membership Interests of the Members.

"*Net Profits and Net Losses*" shall mean for each year, an amount equal to the Company's taxable income or loss for the year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (i) income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g) shall be added to such income or loss, but income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i) shall be excluded; (ii) losses and deductions (or items thereof) described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), shall be included in determining such income or loss, but losses or deductions (or items thereof) described in Treasury Regulation Section 1.704-1(b)(4)(i) shall be excluded; (iii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code or treated as a Code Section 705(a)(2)(B) expenditure pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) shall be subtracted from such taxable income or loss; (iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Company Basis of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Company Basis; (v) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year, and (vi) items of income or gain that are specially allocated pursuant to Section 9.2, Section 9.3, or Section 9.9 shall not be taken into account in computing Net Profits or Net Losses.

"*Percentage Interest*" shall mean, with respect to any Member as of a given date, the quotient obtained when dividing the number of Membership Units owned by such Member by the total number of issued and outstanding Membership Units as of such date.

"*Permit*" shall mean all permits, licenses, franchises, approvals, authorizations, registrations, Certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities.

"*Person*" shall mean any individual or Entity.

"*Representative*" shall mean, with respect to any Person, such Person's Affiliates and any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person or such Person's Affiliates.

"*Securities Laws*" shall mean the Securities Act of 1933, as amended, the Exchange Act, all rules and regulations promulgated under the foregoing and the applicable securities ("blue sky") laws of the states of the United States of America, including without limitation Florida Statutes Chapter 517.

"*Subsidiary*" shall mean with respect to any Person, (a) any corporation or company more than fifty percent (50%) of whose voting or capital stock is, as of the time in question, directly or indirectly owned by such Person, and (b) any partnership, joint venture, association, or other Entity in which such Person, directly or indirectly, owns more than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such Entity.

"*Supermajority Approval*" shall mean, (a) with respect to the Board of Managers, two thirds (2/3rds) of the Managers then in office, and (b) with respect to the Members, eighty percent (80%) of the Membership Units of the Company.

"*Tax*" shall mean a tax or taxes of any kind or nature, or however denominated, including any liability for federal, state, local, or foreign income, alternative minimum, accumulated earnings, personal holding company, franchise, net worth or gross receipts, sales, use, transfer, registration, business and occupation, value added, excise, severance, natural resources, environmental, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, estimated, or other tax, of any kind whatsoever, including any interest, penalties, or additions to tax or additional amounts in respect to the foregoing, including any transferee, contractual, or secondary liability for a tax of any other Person and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any Tax Return relating thereto

"*Tax Return*" shall mean, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund, or document filed or required to be filed under the Law for such Tax, including any schedule or attachment thereto, and including any amendment thereof.

"*Transfer*" shall mean any transfer, gift, bequest, sale, assignment, pledge, hypothecation, or other disposition of any Membership Units, whether directly or indirectly (including by merger or sale of equity in any direct or indirect holding company, whose assets consist of Membership Units), irrespective of whether any of the foregoing are effected voluntarily, involuntarily, by operation of Law, pursuant to judicial process or otherwise, or whether *inter vivos* or upon death. When used as a verb, "Transfer" and "Transferred" shall have the correlative meaning. In addition, "Transferor" and "Transferee" shall have the correlative meaning.

Section 1.2 Cross-Reference Table. The following terms shall have the meanings provided for such terms in the Sections set forth below:

Term	Section
Additional Contribution	6.2
Additional Contribution Amount	6.2
Additional Contribution Notice	6.2(b)
Additional Contributions	6.3
Adverse Termination Events	7.3(c)
Agreement	Introduction
Articles	2.1
Board of Managers	5.1
Centene	4.12(a)
Chair	5.6(c)
Company	Introduction
Company Party	10.2
Date of Formation	2.1
Deficit Member	9.1
Designated Individual	9.9(b)
Dispute	12.8(a)
Effective Date	Introduction
Event of Dissolution	11.2
Executive Director	5.2(a)
Expenses	10.3(a)
Initial Contribution	6.1(a)
Initial Notice	12.8(a)
IPA Network	4.13
IPA/MSO Model	4.12(a)
Joinder Agreement	7.2(a)
Liquidation Proceeds	11.3(c)
Liquidator	11.3(a)
Manager	5.1
Mediation Request	12.8(c)
Member Schedule	Introduction
Members	Introduction
Membership Units	3.1
Officers	5.6(a)
Original Agreement	Recitals
Participation Agreement	4.13
Parties	Introduction
Party	Introduction
Partnership Representative	9.9(a)
Permitted Transfer	7.1(b)
Permitted Transferee	7.1(b)
PR Misconduct	9.9(e)
Secretary	5.6(e)
Supermajority Approval	2.6
Tax Liability	9.9(d)
Tax Proceeding	9.9(c)
Treasurer	5.6(f)

Underpayments ..... 9.9(c)
Unit Certificates 3.4
Vice-Chair ..... 5.6(d)

Section 1.3 Rules of Construction.

(a) All article, section, schedule, and exhibit references used in this Agreement are to articles, sections, schedules, and exhibits to this Agreement unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(c) All references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars unless a different currency is specifically stated.

(d) Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear.

(e) The Parties acknowledge that each Party and its legal counsel has reviewed this Agreement and agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(f) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Section 1.4 Limited Liability Company Agreement. This Agreement constitutes the operating agreement among the Members under Section 605.0105 of the Act.

ARTICLE II
FORMATION OF THE COMPANY; SCOPE OF AGREEMENT

Section 2.1 Formation and Name. The Company filed articles of organization (the "Articles") under Section 605.0201 of the Act with the Secretary of State of the State of Florida on July 30, 2019 (the "Date of Formation"). As set forth on the Articles, the name of the Company is **Behavioral Health Partners of Florida**, LLC, provided that, if the Company complies with all applicable Laws relating to the use of fictitious and assumed names, the business of the Company may be conducted under such other name or names as the Board of Managers may from time to time designate.

Section 2.2 Registered Office and Registered Agent. The registered office of the Company shall be located at 316 E. Park Avenue, Tallahassee, FL 32301, or such other office as the Board of Managers may designate from time to time. The Company may have other offices at such places, both within and without of the State of Florida, as the Board of Managers may from time to time determine or the business of the Company may require. The registered agent for service of process on the Company in the State of Florida shall be Melanie Brown-Woofter or such other Person as the Board of Managers may designate from time to time.

Section 2.3 Purposes. The purposes of the Company shall at all times be consistent with the missions of its Members and shall be (a) to serve as the investment vehicle through which its Members participate with Centene Management Company, LLC in the clinically-integrated behavioral health network known as Integrated Care Network of Florida, LLC (the "IPA"); and (b) to perform any lawful purpose or business permitted by the Act, and to engage in any and all activities necessary or incidental thereto, in a manner that is consistent with the tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of, and substantially related to the achievement of the charitable purposes of its Members, which purposes shall take priority over the pursuit of any other purpose or interest. The IPA will serve as preferred providers for behavioral health services to Medicaid beneficiaries for Sunshine Health and other third-party payors across the State of Florida and that will also allow for regional focus.

Section 2.4 Fiscal Year. The fiscal year of the Company shall be fixed, and shall be subject to change, by the Board of Managers. Unless otherwise fixed by the Board of Managers, the fiscal year of the Company shall be the calendar year.

Section 2.5 Term. The term of the Company commenced on the date the Articles was filed with the Secretary of State of the State of Florida and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.6 Tax Status. The Company intends to be treated as a partnership for Tax purposes. The Company and the Members shall file all Tax Returns and shall otherwise take all Tax and financial reporting positions in a manner consistent with such treatment as a partnership and the Members agree that the Company will not, without obtaining the advance written consent of all Members, change, modify, amend, or otherwise alter such treatment.

Section 2.7 Scope of Agreement. The Membership Units of the Members in the Company, and the rights and obligations of the Members with respect thereto and the Company, are subject to all of the provisions of this Agreement and, to the extent not inconsistent with this Agreement, the provisions of the Act. Accordingly, all Membership Units now owned or hereafter acquired by any Member are, and shall be, subject, at all times, to the provisions and conditions set forth in this Agreement.

ARTICLE III
MEMBERSHIP UNITS

Section 3.1 Membership Units. The Membership Interests of the Members shall be represented by issued and outstanding Membership Units. The Member Schedule attached as Exhibit A hereto sets forth a complete list of (a) the names of the Members of the Company; (b) each Member's respective Percentage Interest; (c) the number of Membership Units each

Member currently owns; and (d) the Capital Contributions made with respect to all such Membership Units. Upon the admission of any new Member or the issuance of additional Membership Units, the Board of Managers is hereby authorized and directed to amend the Member Schedule to reflect any changes in the information set forth therein.

Section 3.2 Authorization and Issuance of Membership Units. Subject to compliance with the terms and conditions of this Agreement, the Company is hereby authorized to issue up to One Thousand (1,000) Membership Units. Each Membership Unit shall have the same powers, preferences, and rights and shall otherwise be identical in all respects; (ii) each holder of Membership Units shall be entitled to vote at all meetings of the Members and shall have one vote for each Membership Unit held by such Member; and (iii) the Membership Units shall vote as a single class with respect to all matters submitted to a vote of the Members of the Company.

Section 3.3 Binding on Transferees. All Transferees of any Membership Units Transferred in accordance with the terms and conditions of this Agreement shall take such Membership Units subject to all provisions, conditions, and covenants set forth in this Agreement; provided, however, that no Transfer shall be completed, effective, or recognized by the Company or any other Member for any purposes unless the conditions set forth in Section 7.2 of this Agreement have been satisfied. Upon the satisfaction of such conditions, any Transfer that is otherwise permitted in accordance with the terms and conditions of this Agreement shall be deemed valid and effective and the Transferee shall be considered a Member hereunder for all purposes

Section 3.4 Membership Units Legend. The Company, as authorized by the Board of Managers, may issue certificates to the Members representing the Membership Units held by each such Member (the "Unit Certificates"), and, if issued, any such Unit Certificates shall be endorsed with a legend substantially in the form of the following:

> "THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN AMENDED AND RESTATED OPERATING AGREEMENT DATED AS OF _____, 20__. A COPY OF SUCH AGREEMENT IS ON FILE WITH AND MAY BE EXAMINED IN THE OFFICE OF THE COMPANY. THE AGREEMENT PROVIDES, AMONG OTHER THINGS, FOR CERTAIN RESTRICTIONS ON TRANSFER AND OBLIGATIONS TO SELL THE MEMBERSHIP UNITS EVIDENCED BY THIS AGREEMENT FOR A DESIGNATED PURCHASE PRICE UPON CERTAIN EVENTS. BY ACCEPTING THE MEMBERSHIP UNITS EVIDENCED BY THIS AGREEMENT, THE HOLDER AGREES TO BE BOUND BY SUCH AGREEMENT."

ARTICLE IV
MEMBERS

Section 4.1 No Management by the Members. Except as expressly set forth herein, the Members shall take no part in the management, control, or operation of the Company and all such authority shall rest with the Board of Managers as set forth in Article V of this Agreement. Unless authorized to do so by this Agreement or by the Board of Managers, no Member, acting solely in his, her, or its capacity as a Member, shall act as an agent of the Company or have any authority to act for or bind the Company except to the extent otherwise provided in this

Agreement, including but not limited to taking any action that may bind the Company in any way or assign, transfer, pledge, compromise, or release any claim of the Company, or arbitrate or consent to the arbitration of any disputes or controversies involving the Company, or use the name, credit, or property of the Company for any purpose.

Section 4.2 Powers Reserved to the Members. Certain actions or decisions by the Company shall require the prior approval of the Members.

(a) Actions requiring Supermajority Approval of the Membership Units include the following:

(i) To change the principal business of the Company or approve the entry into new lines of business that are materially different from the Company's principal business;

(ii) Except as provided for under Article VI of this Agreement, to issue, grant, deliver, sell, or authorize the issuance, grant, delivery, or sale of any Membership Units or other Equity Interests of the Company or investment interests convertible into, or subscriptions, rights, warrants, or options to acquire, or other agreements or commitments of any character obligating it to issue any such Membership Units or other Equity Interests of the Company or other convertible securities;

(iii) Except as expressly authorized under the provisions of this Agreement, to enter into or effect any transaction or series of related transactions involving the repurchase, redemption, or other acquisition of Membership Units from any Person;

(iv) Except as provided for under Article VI of this Agreement, to initiate or consummate any recapitalization, split, or combination of Membership Units, dividend of Membership Units, or similar restructuring, including the creation and issuance of any new classes or series of Membership Units or any options, warrants, or rights convertible into or exercisable or exchangeable for any Membership Units;

(v) To Permit or approve the Transfer of Membership Units from a Person holding such Membership Units to another Person, except that Supermajority Approval of the Board of Managers is not required for a Transfer of Membership Units permitted by Section 7.1(b)(i);

(vi) To dissolve, wind-up, or liquidate the Company except as may be otherwise provided in Article XI below; or

(vii) To amend this Agreement;

(viii) Except as required by Company or the IPA, each according to its Governing Documents, to terminate a Member of the Company;

(ix) To approve or amend the operating and capital budgets for the Company; and

(x) To approve capital calls for the Company or the IPA.

(b) Amendment of the voting or quorum provisions of the Operating Agreement of the IPA will require unanimous approval of the Membership Units.

Section 4.3 Meetings of the Members.

(a) Meetings. The annual meeting of the Members for the election of Managers and for the transaction of such other business as may properly come before the Members shall be held at such date, time, and place, if any, as shall be determined by the Board of Managers and stated in the notice of meeting. Special meetings of the Members for any purpose shall be called pursuant to a resolution approved by the Board of Managers and may not be called by any other Person. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

(b) Notice of Meetings. Written notice stating the place, date, and time of each annual or special meeting of the Members, and, in the case of a special meeting of the Members, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member. The Board of Managers may designate any place within the State of Florida, as the place of meeting for any annual or special meeting of the Members. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) Participation. To the extent authorized by the Board of Managers, any Members may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Quorum. At each meeting of the Members, holders of two-thirds (2/3) of the Membership Units entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum. Subject to Section 4.3(c), no action at any meeting may be taken by the Members unless a quorum is present. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting (for a period not to exceed twenty (20) days) until a quorum shall be present or represented. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

(e) Conduct of the Meetings. The Board of Managers may adopt by resolution such rules and regulations for the conduct of meetings of the Members as it shall deem reasonably appropriate. At every meeting of the Members, the Chair of the Company, or in his or her absence or inability to act, the Vice-Chair of the Company, shall act as chairperson of, and preside at, the meeting. The Secretary or, in his or her absence or inability to act, the Person whom the chairperson of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Managers, the chairperson of any meeting of the

Members shall have the right and authority to prescribe such rules, regulations, and procedures and to do all such acts as, in the judgment of such chairperson, are reasonably appropriate for the proper conduct of the meeting.

Section 4.4 Voting; Proxies; Action by Written Consent.

(a) Voting. The vote at any election or upon any question at any meeting of the Members need not be by written ballot; provided, however, that the Board of Managers, in its discretion, may require that any votes cast at such meeting shall be cast by written ballot. A Membership Unit shall entitle a Member to one (1) vote per Membership Unit held. Except as otherwise expressly set forth in this Agreement, any matter brought before any meeting of the Members shall be decided by Supermajority Approval of the Membership Units, present in person or represented by proxy at the meeting and entitled to vote on the matter.

(b) Proxy. Each Member entitled to vote at a meeting of the Members or to express consent to action in writing without a meeting may authorize another Person to act for such Member by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Member may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Board of Managers a revocation of the proxy or a new proxy bearing a later date.

(c) Action by Written Consent. Any action that is required to or otherwise may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (i) signed by the holders of outstanding Membership Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Membership Units entitled to vote thereon were present and voted; and (ii) delivered to the Company in accordance with Section 12.1 of this Agreement. Copies of any written consents in lieu of a meeting received by the Company shall be promptly disseminated to all Members.

Section 4.5 Relationship of the Members. The relationship of the Members shall be limited solely to the purpose and scope of the Company as expressed in this Agreement. This Agreement shall not constitute the appointment of any Member as the legal representative or agent of any other Member, and no Member shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of any other Member.

Section 4.6 Information Rights of the Members.

(a) In addition to, and without limiting any rights that a Member may have with respect to inspection of the books and records of the Company and its Subsidiaries under applicable Law, the Company shall furnish to each Member the following information:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter for the first three (3) fiscal quarters of a fiscal year, an unaudited balance sheet as of the end of such fiscal quarter and the portion of the fiscal year then ended,

and unaudited statements of income, cash flows, and changes in equity for such fiscal quarter and the portion of the fiscal year then ended, all in reasonable detail and prepared in accordance with the accounting methods, practices, principles, estimates, policies, and procedures adopted by the Company and consistently applied;

(ii) as soon as available, and in any event within one hundred and eighty (180) days after the end of each fiscal year, an audited balance sheet of the Company as of the end of each such fiscal year, and audited statements of income, cash flows, and owners' equity for such fiscal year of the Company, (A) all in reasonable detail and prepared in accordance with the accounting methods, practices, principles, estimates, policies, and procedures adopted by the Company and consistently applied; and (B) accompanied by a report of the Company's independent certified public accountants of recognized national standing as selected by the Board of Managers; and

(iii) to the extent the Company is required by applicable Law or pursuant to the terms of any outstanding Indebtedness to prepare such reports, any annual reports, quarterly reports, and other periodic reports actually prepared by the Company as soon as available.

(b) The Company shall, and shall cause each of its officers, directors, and employees to, afford the officers, employees, auditors, and other Representatives of each Member, during normal business hours and upon reasonable notice, access at all reasonable times to its officers, employees, auditors, properties, offices, and other facilities and to all books and records on a non-disruptive basis. In addition, as and when requested, the Company shall provide each Member with such other information with respect to the business and properties of the Company and its Subsidiaries as may be reasonably necessary for such Member to comply with any regulatory, Tax or other financial reporting requirements.

Section 4.7 Confidentiality.

(a) Each Member hereby acknowledges and agrees that the Company: (i) has a proprietary interest in maintaining the confidentiality of its Confidential Information; (ii) derives independent economic value from such Confidential Information not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and (iii) has undertaken efforts that are reasonable under the circumstances to maintain the secrecy of such Confidential Information.

(b) Each Member shall: (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as such Member would protect its own personal confidential and proprietary information, but in any event with no less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose or in any manner to the detriment of the Company; and (iii) not disclose any such Confidential Information to any Person, except: (A) to such Member's Representatives who, for legitimate business purposes, need to know the Confidential Information to assist such Member, or act on its behalf and are informed by such Member of the confidential nature of the Confidential Information (provided that each Member shall be liable for any breaches of this Section 4.7(b) by its Representatives); or (B) if required by Law, regulation, or legal or regulatory process, but then, only in accordance with Section 4.7(c).

(c) If a Member or any of its Representatives are required, on the written advice of such Member's legal counsel, to disclose any Confidential Information, by Law, regulation, or legal or regulatory process, such Member shall: (i) take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-Parties or the public; (ii) give the Company prompt prior written notice of such request or requirement so that the Company may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (iii) cooperate with the Company to obtain such protective order. In the event that such protective order or other remedy is not obtained, such Member will furnish only that portion of the Confidential Information which, on the advice of such Member's counsel, is legally required to be disclosed and, upon request, use commercially reasonably efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

(d) The Members hereby acknowledge and agree that in the event of a breach or any threatened breach of this Section 4.7 by a Member or any of its Representatives, the Company would suffer significant and irreparable harm for which monetary damages would not serve as a sufficient remedy and that in addition to any and all other remedies the Company may be entitled to, the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without any requirement to post a bond or other security.

(e) The Members hereby acknowledge and agree that the Company is subject to a similar provision as set forth in the Operating Agreement of the IPA and, as an owner of an Equity Interest in the Company, which in turns holds an Equity Interest in the IPA, each Member shall abide by the provisions of this Section 4.7 as applied to the IPA.

Section 4.8 Restrictions on Other Agreements. Each Member hereby acknowledges and agrees that such Member will not: (a) grant any proxy or enter into or agree to be bound by any voting trust or other similar agreement with respect to any Membership Units, except as expressly contemplated by this Agreement; (b) enter into any agreement or arrangement of any kind with any Person with respect to any Membership Units which is inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of any other Member under this Agreement, including agreements or arrangements with respect to the Transfer or voting of Membership Units; or (c) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of such Member's Membership Units in any manner that is inconsistent with the provisions of this Agreement. The Members hereby acknowledge and agree that the Company is subject to a similar provision as set forth in the Governing Documents of the IPA and, as an owner of an Equity Interest in the Company, which in turn holds and Equity Interest in the IPA, each Member shall abide by the provisions of this Section 4.8 as applied to the IPA.

Section 4.9 Related Party Transactions. Any transaction between a Member or its Affiliate, on the one hand, and the Company or any of its Subsidiaries, on the other hand, shall not be void, voidable, or subject to change if made on terms that: (a) received the Supermajority Approval of the Board of Managers; and (b) were entered into in good faith and were no less favorable in the aggregate to the Company than would be obtainable on an arms'-length basis from an unaffiliated third party. No party to such a transaction shall be obligated to obtain a fairness opinion concerning that transaction. Nonetheless, an opinion provided by an independent third

party with expertise in the relevant matter to the effect that such a transaction is fair to the Company shall conclusively establish the fairness of that transaction.

Section 4.10 Admission of New Members. New Members will be admitted to the Company only upon the approval of the IPA in accordance with its Governing Documents.

Section 4.11 Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member, severally and not jointly, on behalf of itself and not any other Person, as follows:

(a) Such Member is an Entity duly organized, validly existing, and in good standing under the Laws of the State under which it was organized.

(b) Such Member has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by such Member of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite action on the part of such Member. This Agreement has been duly executed and delivered by such Member and, assuming the due authorization, execution, and delivery by each other Party hereto, this Agreement constitutes a legal, valid, and binding obligation of such Member, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

(c) The execution, delivery, and performance by such Member of this Agreement and the consummation of the transactions contemplated hereby do not: (i) conflict with or result in any violation or breach of any provision of any of the Governing Documents of such Member; (ii) conflict with or result in any violation or breach of any provision of any applicable Law; or (iii) require any consent or other action by any Person under any provision of any material agreement or other instrument to which such Member is a party.

(d) Except for this Agreement, such Member has not entered into or agreed to be bound by any other agreements or arrangements of any kind with any other Person with respect to the Membership Units, including agreements or arrangements with respect to the acquisition or disposition of the Membership Units or any interest therein or the voting of the Membership Units (whether or not such agreements and arrangements are with the Company or any other Member).

Section 4.12 IPA/MSO Model.

(a) The Members hereby acknowledge and agree that Centene Management Company, LLC ("Centene") and its Affiliates have the right to replicate the business model of organizing and managing a joint venture behavioral health independent practice association with behavioral health care providers to contract with managed care organizations (the "IPA/MSO Model") in states other than Florida without the need for any permission from the Members, the Company, or the IPA.

(b) Except as provided below, no Party has any rights over, or obligations to, any other Party with respect to other ventures (in behavioral health or otherwise) conducted outside of the state of Florida. Jointly created and funded intellectual property (other than those proprietary trade secret aspects developed by Centene with respect to the IPA/MSO Model described in Section 4.12(a) that are not in the public domain, the rights to which belong to Centene) within the activities of the IPA will remain IPA intellectual property. For the term of this Agreement, neither the Company nor the Members will use any proprietary trade secret aspects developed by Centene with respect to the IPA/MSO Model that are not in the public domain, except that such restriction shall not limit the Company or the Members under Section 4.12(c) or Section 4.12(d).

(c) Notwithstanding anything in this Agreement to the contrary, nothing herein shall bar a Member from entering into provider participation agreements, including but not limited to risk arrangements, with managed care organizations ("MCOs") other than Sunshine Health.

(d) Members may invest in other behavioral health independent practice associations. A Member investing in another behavioral health independent practice association (a "Competing IPA"), and its Representatives, may not share Confidential Information about the IPA, Centene, and its Affiliates, or Sunshine Health, with such other Competing IPA. For a period of five (5) years commencing on the Effective Date, a Member investing in a Competing IPA (and the Representatives of such Member) shall not participate in the governance of such Competing IPA as an officer, director, member of the board of managers, or employee of such Competing IPA. In addition, for a period of five (5) years commencing on the Effective Date, no individual who is an officer, director, member of the board of managers, or employee of a Member shall be permitted to serve in a governance capacity for the Competing IPA.

Section 4.13 Participation Agreements. Each Member hereby agrees to enter into a provider participation agreement ("Participation Agreement") with the IPA in the form approved by the IPA to be part of the IPA Network. Pursuant to the Participation Agreement, each Member shall agree to:

(a) Accept contracts with the IPA for Sunshine Health that are mutually approved by Sunshine Health and the IPA's Board of Managers (with no right to opt-out, but subject to the hold harmless assurance described below) and such other MCOs as approved by the IPA's Board of Managers (with a limited 30-day right to opt-out following notification of contract terms) on either a "Minimum Risk" basis (reduced fee schedule payment plus upside based on performance) or "Maximum Risk" basis (capitation) or such other value-based payment options as may be approved by the IPA Board of Managers from time to time;

(b) Comply with the IPA Reference Materials, as defined in the Participation Agreement;

(c) Provide data and metrics to the IPA as approved by the IPA pursuant to its Governing Documents;

(d) Adopt shared work flows and clinical protocols approved by the IPA in accordance with its Governing Documents; and

(e) Permit the connection of the IPA's population health platform to the Member's electronic health record system.

Section 4.14 Change of Control. Each Member shall use good faith efforts to provide written notification of a Change of Control to the Board of Managers, through its Chair, and to the IPA, through its Board of Managers, as soon as reasonably practicable and not less than 30 days in advance, but in no event later than 30 days following the close of a Change of Control. For purposes hereof, a "Change of Control" shall mean the sale of all or substantially all assets of a Member; merger of Member into another Entity; or transfer of a majority of the Member's Equity Interests or voting control to another Entity. The occurrence of a Change of Control of a Member will provide the IPA the right, but not the obligation, to require the Member to withdraw its Membership Interest.

Section 4.15 Partition; No Interest in Company Property. No Member, nor any successor-in-interest to any Member, shall have the right to have the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned, and each Member, on behalf of itself and its successors, Representatives, and assigns, hereby irrevocably waives any such right. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company, and no Member individually shall have any interest in such property.

ARTICLE V
MANAGEMENT OF THE COMPANY

Section 5.1 Board of Managers. A Board of Managers of the Company (the "Board of Managers") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be elected to such position in accordance with the provisions set forth in Section 5.2. The full and entire management of the business and affairs of the Company shall be vested in the Board of Managers which shall have and may exercise all of the powers that may be exercised or performed by the Company. Except where the approval of the Members is expressly required by this Agreement or by any nonwaivable provision of the Act, the Board of Managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

Section 5.2 Composition of the Board of Managers.

(a) Composition; Election. The Board of Managers shall be comprised of nine (9) voting Managers elected by the Members following the criteria set forth in Section 5.2(b). In addition, the Executive Director of the Company (the "Executive Director") will serve on the Board of Managers *ex-officio* as a non-voting Manager.

(b) Manager Criteria. In selecting the Managers, the Members will use their good faith reasonable efforts to elect Managers who meet the following criteria to the greatest extent possible: geographic representation, provider size and budget, population served, and services provided. The Managers may also serve as the Company's representatives on the Board of Managers of the IPA.

(c) Terms of Managers. At least half of the initial Managers will be elected to three-year terms; the other Managers will be appointed to two-year terms. All subsequent Managers will serve three-year terms. There will be no limit on successive terms. All newly elected Managers and Managers who are elected to fill vacancies shall hold office until the next annual meeting of the Members and until their successors are appointed and qualified or until their earlier resignation or removal. The initial composition of the Board of Managers shall be as set forth on Exhibit B.

(d) Vacancies. Vacancies on the Board of Managers (whether by death, resignation, removal, or otherwise) created by the departure of any Manager shall be filled solely by a replacement Manager elected by the Members; provided, however, that in the event a replacement Manager is not properly selected in accordance with the foregoing on or prior to the thirtieth (30th) day following the creation of the applicable vacancy on the Board of Managers, then the vacant position shall be filled by an individual designated by a majority of the remaining Managers then in office. Any Manager elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the vacancy and until such Manager's successor shall have been elected in accordance with Section 5.2(a) and qualified or such Manager's earlier death, resignation or removal.

(e) Resignation. A Manager may resign at any time from the Board of Managers by delivering a written resignation to the Board of Managers. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board of Managers' acceptance of a resignation shall not be necessary to make it effective. Following the resignation of any Manager, such Manager shall be replaced in accordance with Section 5.2(d) of this Agreement.

(f) Removal. Any Manager may be removed from office at any time, with or without cause, by the vote of the Members holding a supermajority of the Membership Units. Any vacancies created pursuant to the removal of a Manager in accordance with the foregoing shall be filled in accordance with Section 5.2(d) of this Agreement.

Section 5.3 Compensation. Managers may be paid their expenses, if any, of attendance at each meeting of the Board of Managers, but shall not otherwise be compensated for their service as such. Nothing herein shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like expense reimbursement for attending committee meetings.

Section 5.4 Procedural Matters Regarding the Board of Managers.

(a) Meetings. The Board of Managers will meet at least quarterly and shall report to the Members regarding the affairs of the Company and the IPA on a routine basis. Regular meetings of the Board of Managers may be held without notice at such times as may be determined from time to time by the Board of Managers. Special meetings of the Board of Managers may be called by or at the request of at least one-third of the number of Managers constituting the whole Board of Managers, on at least five (5) Business Days' notice to each Manager given by one of the means specified in Section 12.1 of this Agreement. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a

Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(b) Place of Meetings. Meetings of the Board of Managers may be held at such place within the State of Florida as shall be stated in the notice of meeting or waiver thereof or, in the case of a regular meeting of the Board of Managers, as determined by the Board of Managers. Any Manager may participate in meetings of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

(c) Quorum. At all meetings of the Board of Managers, a majority of the Managers then in office shall constitute a quorum for the transaction of business. At all times when the Board of Managers is conducting business at a meeting of the Board of Managers, a quorum of the Board of Managers must be present at such meeting or participating in such meeting as contemplated by Section 5.4(b). If a quorum shall not be present at any meeting of the Board of Managers, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(d) Action by Majority Vote of the Managers. Except as otherwise expressly required by this Agreement, the vote of an absolute majority (meaning more than fifty percent (50%) of the Managers then in office) shall be the act of the Board of Managers.

(e) Supermajority Approval of the Board of Managers. In addition to such authorizations or approvals by the Board of Managers or the Members as may be required by applicable Law or any other provisions of this Agreement, the Company may not take any of the following actions, or enter into any arrangement or contract to do any of the following actions, without first receiving Supermajority Approval of the Board of Managers:

(i) Subject to the powers reserved to the Members in Section 4.2, approve changes to this Agreement or other Governing Documents of the Company;

(ii) Except as contemplated by this Agreement, approve any agreement or arrangement: (i) with any Member or its Affiliate; or (ii) with or for the direct or indirect benefit of any officer, director, employee, or consultant of the Company, or any members of their immediate families, or any Affiliate thereof, other than for employment contracts, reimbursement or payment of business expenses, or advances made in the ordinary course of business, in each case, consistent in nature, scope, and magnitude with past practice; or

(iii) Commit to, or agree (in writing or otherwise) to take, any of the actions described above.

(f) Action Without a Meeting. Notwithstanding anything herein to the contrary, any action of the Board of Managers may be taken without a meeting if either: (i) with respect to actions that do not require Supermajority Approval of the Board of Managers as provided in Section 5.7, a written consent (which may be by facsimile, telecopy, electronic mail, or other electronic transmission) of an absolute majority of the voting power of the Managers is executed or, with respect to actions that require Supermajority Approval of the Board of Managers as

provided in Section 5.7, a written consent (which may be by facsimile, telecopy, electronic mail, or other electronic transmission) of the Managers constituting Supermajority Approval of the Board of Managers approving such action is executed; provided, that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken; or (ii) a written consent (which may be by facsimile, telecopy, electronic mail, or other electronic transmission) constituting all of the Managers on the Board of Managers approving such action is executed. Such a written consent shall have the same force and effect as a vote at a meeting where a quorum was present.

Section 5.5 Committees.

(a) The Board of Managers will establish and appoint standing or special/*ad hoc* committees as it deems necessary from time to time.

(i) Committee charters will be developed and approved by Supermajority Approval of the Board of Managers.

(ii) Unless the Board of Managers provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee.

(iii) Each committee shall keep regular minutes of its meetings.

(iv) Unless the Board of Managers provides otherwise, each committee may make, alter, and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Managers conducts its business pursuant to this Article V.

(v) If needed, teleconference or web-based meetings may be called with at a minimum five (5) Business Days' notice.

Section 5.6 Officers.

(a) The Officers of the Company will consist of a Chair, Vice-Chair, Treasurer, and Secretary (the "Officers"), and will be elected by majority vote of the Board of Managers. Officers will serve for two-year terms. There will be no limit of successive terms. In the event an Officer position is vacated during a term, the Chair shall recommend a Manager to serve as replacement Officer for approval by the Board of Managers at its next meeting or as soon thereafter as is practical.

(b) The Board of Managers may delegate to such Officers such power and authority as the Board of Managers deems advisable. The Officers shall be subject to the general supervision and control of the Board of Managers, shall carry out the policy decisions made by the Board of Managers, and shall report to the Board of Managers on the operations of the Company or any other matters as the Board of Managers may request. Each Officer shall hold office until his successor is designated by the Board of Managers or until his earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Board of Managers. Any Officer may be removed by the Board of Managers with or without cause at any

time. A vacancy in any office occurring because of death, resignation, removal, or otherwise, shall be filled as provided in Section 5.6(a).

(c) Chair. The Chair of the Company (the "Chair") shall preside over meetings of the Board of Managers shall have such other duties as may be from time to time assigned to the Chair by the Board of Managers or pursuant to this Agreement.

(d) Vice-Chair. The Vice-Chair of the Company (the "Vice-Chair") shall preside over meetings of the Board of Managers in the absence of the Chair and shall have such other duties as may be from time to time assigned to the Vice-Chair by the Board of Managers or pursuant to this Agreement.

(e) Secretary. The secretary of the Company (the "Secretary") shall attend all meetings of the Board of Managers and of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and meetings of the Board of Managers. In addition to the foregoing, the Secretary shall have the general powers and duties usually vested in the office of secretary of a corporation and shall have such other powers and perform such other duties as may be specifically prescribed from time to time by the Board of Managers or pursuant to this Agreement.

(f) Treasurer. The treasurer of the Company (the "Treasurer") shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records with respect to all bank accounts, deposit accounts, cash management accounts, and other investment and financial accounts of the Company. The books of account shall at all reasonable times be open to inspection by the Board of Managers. In addition to the foregoing, the Treasurer shall have the general powers and duties usually vested in the office of treasurer of a corporation and shall have such other powers and perform such other duties as may be specifically prescribed from time to time by the Board of Managers or pursuant to this Agreement.

Section 5.7 Liability of Managers. Except as otherwise provided by applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager and/or a member of the Board of Managers.

ARTICLE VI
CAPITAL CONTRIBUTIONS

Section 6.1 Initial Capital Contributions. The Members have, as of the date hereof, made Capital Contributions of the type and in the amounts set forth on Exhibit A to this Agreement (collectively, the "Initial Contributions" and each an "Initial Contribution"). In exchange for the Initial Contributions, the Members have been issued Membership Units of such classes and in such amounts as set forth on Exhibit A to this Agreement.

Section 6.2 Additional Capital Contributions. If at any time and from time to time, the Members by the vote specified in Section 4.2(a)(x) make a good faith determination that the Company is in need of additional equity capital from the Company in order to: (a) fund operating losses incurred by the Company or the IPA; or (b) pay any additional operating,

capital, or other expenses of the Company or the IPA, then the Board of Managers shall provide written notice to the Members (an "Additional Contribution Notice"). Any such Additional Contribution Notice shall identify: (i) the amount of funds being requested (the "Additional Contribution Amount"); and (ii) the date on which such funds are to be contributed to the Company (provided that such date shall be at least ten (10) Business Days following the Members' receipt of the Additional Contribution Notice). Subject to the remaining provisions set forth in this Article VI, upon receipt of an Additional Contribution Notice, each Member shall, at the time specified in the Additional Contribution Notice, make a contribution to the Company in an amount equal to the product of such Member's Percentage Interest multiplied by the Additional Contribution Amount (for each Member, an "Additional Contribution" and collectively, the "Additional Contributions") in exchange for additional Membership Units of the same class then held by the Member. If the amount due for a Member is not paid by the thirtieth (30th) day following the due date, the Board of Managers shall have the option, at its sole discretion, to dilute such Member's membership interest in the Company by an appropriate amount to address the failure of a Member to make a required additional Capital Contribution.

Section 6.3 Return of Capital Contributions. No Member shall be entitled to a discretionary or elective return or withdrawal of any Capital Contributions made by such Member. Except as otherwise provided in this Agreement, no Member shall be entitled at any time to demand or receive assets or property other than cash.

Section 6.4 Equal Ownership. The number of Membership Units held by each Member at the conclusion of the initial offering of the Membership Units shall be an equal amount. Thereafter, so long as there are at least ten (10) Members, the Company shall use good faith efforts to assure that no Member will have a Membership Interest that is greater than two (2) times that of the Member holding the smallest Membership Interest, unless: (i) such variance results from the dilution provision of Section 6.2 having been applied to reduce the number of Membership Units of a non-contributing Member, or (ii) such variance is approved by Supermajority Approval of the Board of Managers and Centene otherwise consents in writing to such variance. This Section 6.4 shall not be amended or deleted without the prior written consent of Centene, which is an intended third party beneficiary of this Section 6.4.

ARTICLE VII
TRANSFER OF MEMBERSHIP UNITS

Section 7.1 General Restrictions on Transfer.

(a) Except as otherwise permitted pursuant to Section 7.1(b), no Member shall Transfer or attempt to Transfer all or any portion of its Membership Units, or any rights with respect to its Membership Units.

(b) The restriction set forth in Section 7.1(a) shall not apply to the following Transfers of Membership Units by a Member (each of which shall be deemed to constitute a "Permitted Transfer" and each Transferee of a Permitted Transfer of Membership Units shall be referred to herein as a "Permitted Transferee"): (i) any Transfer of Membership Units by a Member to any of its pre-Transfer Affiliates; and (ii) any Transfer of Membership Units approved in advance by the Company or IPA, as applicable; provided, however, that any such Permitted Transfer shall remain subject to the requirements set forth in Section 7.2.

Subject to the terms hereof, a Permitted Transferee of a Member shall be substituted for and shall enjoy the same rights and be subject to the same obligations as the transferring Member hereunder with respect to the Membership Units Transferred to such Permitted Transferee.

(c) Any Transfer or attempted Transfer of any Membership Units in violation of this Agreement shall be null and void and shall constitute a breach of this Agreement by the purported Transferor. In addition to the foregoing, (i) the non-breaching Party shall have the option for a period of one (1) year to purchase the Membership Units of the breaching Party from the Transferor or the Transferee for appraised fair market value in accordance with an independent valuation firm experience in healthcare industry valuations, the cost of which valuation shall be borne equally by the breaching Party and the non-breaching Party, and (ii) no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of the applicable Membership Units.

Section 7.2 Conditions to Transfer. Notwithstanding anything contained herein to the contrary, in no event shall any Transfer of Membership Units (to the extent permitted in accordance with the provisions of this Agreement) be completed, effective, and/or recognized by the Company for any purposes unless the following conditions are satisfied prior to such Transfer:

(a) the Transferee shall have executed and delivered to the Company a written undertaking substantially in the form of Exhibit C (a "Joinder Agreement") attached hereto, pursuant to which such Transferee agrees: (i) to be bound by the terms and conditions of this Agreement; and (ii) that the Membership Units acquired by it shall be subject to the provisions of this Agreement, and the Transferee shall provide duly executed copies of any and all certificates, instruments, and documents as the Company may reasonably request;

(b) all necessary consents and authorizations with respect to the Transfer shall have been obtained and evidence thereof shall have been provided to the Company;

(c) such Transfer shall not: (i) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Transferor, Transferee, the Company, or any of its Subsidiaries; or (ii) conflict with, result in a violation or breach of, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any material contract or Permit to which the Company or any of its Subsidiaries are a party or by which the Company or any of its Subsidiaries are bound;

(d) such Transfer shall not violate any Securities Laws applicable to the Transferor, Transferee, or the Company or the Membership Units to be Transferred; and

(e) such Transfer shall not, as determined by the Board of Managers, have the effect of requiring the Company to, upon the consummation of such Transfer, register the Membership Units under Section 12(g) of the Exchange Act.

Section 7.3 Termination/Withdrawal.

(a) No Member may voluntarily withdraw its Membership Interest in the Company within the first three (3) years of operations.

(b) No Member may voluntarily withdraw its Membership Interest in the Company without providing at least ninety (90) days' prior written notice to the Company.

(c) A Member shall withdraw from the Company and surrender its Membership Interest upon the occurrence of any of the following "Adverse Termination Events":

(i) The Member or its parent organization has been excluded, suspended, or debarred from participation in Medicare, Medicaid, or any federal healthcare program;

(ii) Upon a Change of Control of the Member prior to the Company's third anniversary of operations.

(iii) The Member's: (A) license to provide professional services in the State of Florida or in any other state, if any, (B) federal or state narcotics registration number, if any, or (C) accreditation, certification, or other recognition required by the Company, if any, is suspended, limited, or revoked or other final disciplinary action is taken against the Member pertaining to any of (A), (B), or (C) herein.

(iv) The Member is unable to secure or maintain professional liability (malpractice) insurance coverage covering the Member;

(v) The Member fails to maintain a Participation Agreement with the IPA in violation of this Agreement; and

(vi) The Member fails, after participation in a plan of correction, to achieve or maintain quality measures established by the IPA in accordance with its Governing Documents from time to time.

(d) A Member shall withdraw from the Company and surrender its Membership Interest upon request by the Board of Managers following Supermajority Approval of such request by the Membership Units. Such a withdrawal shall not be deemed an Adverse Termination Event.

(e) In the event of a Member: (i) voluntarily withdraws its Membership Interest in the Company prior to the third (3rd) anniversary of the Company, (ii) voluntary withdraws its Membership Interest in the Company without first providing ninety (90) days written notice to the Company, or (iii) withdraws pursuant to an Adverse Termination Event, the Company's redemption price for the Member's Membership Interest will be zero ($0). If a Member voluntarily withdraws other than as set forth in (i), (ii) or (iii) above, or the IPA requires the termination of such Member's Membership Interest other than pursuant to Sections 7.3(c)(ii) or 7.3(c)(iii) above in accordance with the Governing Documents of the IPA, the Company's redemption price for the Member's Membership Interest will be the fair market value of the Membership Interest and shall be payable by the Company in annual or monthly installments over the period of no more than seven (7) years commencing on the date of termination or such other period as agreed to by the Board of Managers. The unpaid balance of the redemption price

shall bear interest at a fixed rate equal to the prime rate published in *The Wall Street Journal* "Money Rates" column on the Termination Date.

(f) Any Member that voluntarily withdraws its Membership Interest in the Company shall not reapply for membership in the Company for at least 18 months following such withdrawal; provided however, the Member may petition the IPA, through its Board Chair or CEO, to request reconsideration during such period upon the occurrence of extenuating circumstances.

ARTICLE VIII
DISTRIBUTIONS

Section 8.1 Distributions. Subject to Section 8.2 of this Agreement, the Board of Managers shall have sole discretion regarding the amounts and timing of distributions of available cash to the Members, including to decide to forego payment of such distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies). Any distribution authorized by the Board of Managers in accordance with this Section 8.1 shall be made to each Member *pro rata* in proportion to its respective Percentage Interests.

Section 8.2 Limitations on Distributions. Notwithstanding anything to the contrary in this Article VIII, the Company shall not make any distribution to the Members, and no Member shall be entitled to receive any such distribution to the extent that, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of Members whose preferential rights are superior to those receiving the distribution, if any.

ARTICLE IX
NET PROFITS, NET LOSSES AND DISTRIBUTIONS

Section 9.1 Sharing of Net Profits and Net Losses. The Net Profits and Net Losses of the Company shall be credited and charged to the Members in their Percentage Interests. No Member shall be allocated any Net Losses for any year to the extent that the allocation would, as of the end of the year, create or increase a deficit in the Member's Capital Account, after it has been reduced for any items of loss or expense described in Section 1.704-1(b)(2)(ii)(d) (4), (5) or (6) of the Treasury Regulations and increased for the Member's share of minimum gain, determined in accordance with Section 1.704-2(g)(2) of the Treasury Regulations ("Deficit Member"). Net Losses which are not charged to a Deficit Member as a result of the foregoing shall be allocated to the Capital Accounts of Members which would not have a deficit Capital Account as a result of the allocation, in proportion to their respective positive Capital Account balances or, if no such Members exist, then to the Members in accordance with their Percentage Interests. If any Net Losses are so allocated to a Member, that Member subsequently shall be

allocated all Net Profits which would otherwise have been allocated to a Deficit Member but for this sentence, until the aggregate amount of Net Profits so allocated equals the aggregate amount of Net Losses allocated to the Member pursuant to the preceding sentence.

Section 9.2 Qualified Income Offset. If a Member unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain (consisting of a *pro rata* portion of each item of Company income, including gross income, and gain for the year) shall be specially allocated to the Member in an amount and manner sufficient to eliminate the deficit balance in the Member's Capital Account as quickly as practicable. This provision is intended to constitute a "qualified income offset" under Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

Section 9.3 Minimum Gain Chargeback. If there is a net decrease in Company minimum gain in any year, each Member will be allocated items of income and gain for the year equal to that Member's share of the "net decrease in Partnership minimum gain" (within the meaning of Treasury Regulation Section 1.704-2(g)(2)). The amount of the Company's minimum gain shall be determined as provided in Treasury Regulation Section 1.704-2(d), and a Member's share of Company minimum gain shall be determined as provided in Treasury Regulation Section 1.704-2(g)(2). This provision is intended to comply with the minimum gain chargeback provisions of Treasury Regulation Section 1.704-2(f).

Section 9.4 Distributions In Kind. If there is a distribution of property in kind, the distributed property shall be treated as if sold for its fair market value during the year in which the property is distributed, as reasonably determined by the Board of Managers, and the Capital Accounts of the Members shall be adjusted to reflect any gain or loss which would have been realized on the books of the Company had the property been sold for its fair market value and the proceeds received. This provision applies regardless of whether the distributions are liquidating or nonliquidating.

Section 9.5 Liquidating Distributions. Any liquidating distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

Section 9.6 Deficit Capital Account Balances. Upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all Capital Account adjustments for all taxable years), the Member will not have any obligation to make a contribution to the capital of the Company, and the negative balance of the Member's Capital Account will not be considered a debt of the Member to the Company or to any other person.

Section 9.7 Section 754 Election. If an interest in the Company is transferred, or distribution of Company property is made to a Member, the Company may, in the discretion of the Board of Managers, file an election pursuant to Section 754 of the Code to cause the basis of Company property to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Code. The transferee Member shall reimburse the Company for all accounting expenses incurred by the Company as a result of such election.

Section 9.8 Other Tax Elections. The Board of Managers will determine and approve any Tax elections to be made by the Company in connection with its federal or state income tax returns.

Section 9.9 Partnership Tax Audit Provisions.

(a) The Member named on Exhibit E shall be designated as the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code and any similar capacity under any similar or analogous state, local, or non-U.S. law (in such capacity, the "Partnership Representative"), and shall have all of the powers and responsibilities of such position including the power to file for administrative adjustments pursuant to Section 6227 of the Code. The Member named on Exhibit E may resign its position as Partnership Representative upon thirty (30) days' written notice to the Company. In the event of such resignation, the Members shall elect a successor Partnership Representative.

(b) The Partnership Representative shall have the authority to designate the individual within its organization who shall serve as the "designated individual" within the meaning of Proposed Treasury Regulation Section 301.6223-1 or its successor regulation (the "Designated Individual").

(c) To the extent there are any examinations of the affairs of the Company by any federal, state, or local tax authorities, including any resulting administrative and judicial proceedings (any such examination or proceeding, a "Tax Proceeding") that results in taxes, fees, or other charges (including imputed underpayments) that the Company determines must be withheld and/or remitted to a tax authority ("Underpayments"), the Company shall either make an election pursuant to Section 6226 of the Code, or if an election pursuant to Section 6226 of the Code has not been made, then the Company and/or the Partnership Representative, as applicable, shall use reasonable efforts to seek any available reduction in an imputed underpayment imposed on the Company based on a Member's or a Member's beneficial owner's status as an organization exempt from federal income tax under Section 501(c)(3) of the Code. When determining the amount of any such Underpayments that should be allocated to such Member, the benefit of any such reduction in an imputed underpayment imposed on the Company based on a Member's or a Member's beneficial owner's status as an organization exempt from federal income tax under Section 501(c)(3) of the Code, and any expenses incurred by the Company in attempting to pursue such reduction in an imputed underpayment, shall be specially allocated to such Member or Members. Such special allocations shall override any other allocation required by Section 9.1.

(d) If the Company incurs any obligation to pay any amount in respect of taxes or the amount of cash or other property to which the Company otherwise would be entitled is reduced as a result of any amount in respect of taxes, attributable in each case, in the Board's determination, to any Member or former Member ("Tax Liability"), the Board shall take such steps as the Board determines to be appropriate to ensure that the economic burden of such Tax Liability is borne by the Member or former Member to which such Tax Liability is attributable. Without limiting the generality of the foregoing, the Board may require a Member (or former Member) to pay to the Company the amount of any Tax Liability (or portion thereof) attributable to such Member (or former Member), together with interest at a variable rate equal to the prime rate published in *The Wall Street Journal* "Money Rates" column plus two hundred (200) basis points. Such Member (or former Member) or any successor or assignee with respect to such Member's (or former Member's) interest hereby indemnifies and agrees to hold harmless the other Members and the Company for such amounts.

(e) Neither the Partnership Representative nor the Designated Individual shall have any liability to the Company or any Member for Losses arising from or alleged to have arisen from any act or omission of the Partnership Representative or the Designated Individual in that capacity, other than for Losses involving fraud, willful misconduct, matters outside the scope of authority of the Partnership Representative or the Designated Individual, an intentional or grossly negligent breach of this Section 9.9, or failure to follow a legal written directive of the Board of Managers (collectively, "PR Misconduct"). The Partnership Representative and the Designated Individual shall be defended, indemnified, and held harmless by the Company in respect of all Losses arising or alleged to have arisen from actions and omissions of the Partnership Representative or the Designated Individual not constituting PR Misconduct, to the maximum extent permitted by law. All legal fees, accounting fees, and other reasonable fees and expenses incurred by the Partnership Representative or the Designated Individual in fulfilling his, her, or its obligations under this Section 9.9 shall be paid by the Company. In no event shall the Partnership Representative or the Designated Individual have any liability to the Company or any Member for any action taken or not taken in accordance with a written directive given by the Board of Managers.

(f) Each Member's obligations to comply with the requirements of this Section 9.9 shall, to the fullest extent permitted by applicable law, survive the Member's ceasing to be a Member of the Company and/or the termination, winding up, liquidation, and dissolution of the Company, shall not be limited by any other provision of this Agreement and shall apply regardless of whether a Tax Liability arises pursuant to applicable law currently in effect or as a result of future changes in, or changes in the interpretation of, applicable law.

ARTICLE X
DUTIES; EXCULPATION AND INDEMNIFICATION

Section 10.1 Duties of Managers. Each Manager shall owe such duty of loyalty and due care to the Company as is set forth in Section 605.04091 of the Act, and shall discharge such Manager's duties in good faith with the care an ordinary prudent Person in like position would exercise under similar circumstances and in a manner such Manager reasonably believes to be in the best interests of the Company. In so acting, each Manager shall enjoy any and all protections to the same extent afforded to the managers of a Florida limited liability company under the Act, including without limitation those afforded by the business judgment rule and the presumptions afforded thereby and the limitation on personal liability to the maximum extent permitted by Florida Law as if the provisions thereof were set forth in this Agreement.

Section 10.2 Exculpation. No Member, Manager, or Officer of the Company (each a "Company Party") shall be liable to the Company or to any Member for any Losses arising from, related to, or in connection with, this Agreement or the business or affairs of the Company, except for any such Losses as are determined by final judgment of a court of competent jurisdiction to have resulted from (a) actions taken by such Company Party that are outside the scope of such Company Party's duties and authority; or (b) such Company Party's gross negligence, intentional misconduct, knowing violation of Law, or breach of the provisions of Section 10.1 (as applicable) or any of the other provisions of this Agreement.

Section 10.3 Indemnification.

(a) The Members agree and direct that the Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that such Person is or was or has agreed to become a Member, Manager, or Officer of the Company, or the Partnership Representative or the Designated Individual, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges, and other expenses (including attorneys' fees) ("Expenses"), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit, or proceeding and any appeal thereof if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that a Person did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful. For purposes of this Section 10.3, "serving or has agreed to serve at the request of the Company as a director or officer of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise" shall include any service by a Member, Manager, or Officer of the Company as a director, officer, employee, agent, or fiduciary of such other corporation, partnership, joint venture, trust, or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Company or any such other enterprise.

(b) The Members agree and direct that the Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was or has agreed to become a Member, Manager, or Officer of the Company, or the Partnership Representative or Designated Individual, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by such Person in connection with the investigation, defense, or settlement of such action or suit and any appeal thereof if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such Expenses which the court shall deem proper.

(c) To the extent that any Person referred to in Section 10.3(a) or Section 10.3(b) has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit, or proceeding referred to in Section 10.3(a) or Section 10.3(b) or in defense of any claim, issue, or matter therein, such

Person shall be indemnified against Expenses actually and reasonably incurred by such Person in connection therewith.

(d) Any indemnification of a Person under Section 10.3(a) or Section 10.3(b) (unless ordered by a court of competent jurisdiction) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because such Person has met the applicable standard of conduct set forth in Section 10.3(a) or Section 10.3(b) (as applicable). Such determination shall be made (i) by the Board of Managers by a majority vote of a quorum consisting of Managers who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Manager so directs, by independent legal counsel in a written opinion, or (iii) by the Members.

(e) The Members agree and direct that Expenses incurred by a Person eligible to be indemnified under Section 10.3(a) or Section 10.3(b) while defending a civil or criminal action, suit, or proceeding shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding and appeal upon receipt by the Company of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company.

(f) The determination of the entitlement of any Person to indemnification under Section 10.3(a), Section 10.3(b), or Section 10.3(c) or to advancement of Expenses under Section 10.3(e) shall be made promptly, and in any event within thirty (30) days after the Company has received a written request for payment from or on behalf such Person and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said thirty (30) days or if payment has not been made within ten (10) days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this Section 10.3 shall be enforceable by or on behalf of such Person in any court of competent jurisdiction. In addition to the other amounts due under this Section 10.3, Expenses incurred by or on behalf of a Person in successfully establishing their right to indemnification or advancement of Expenses under this Section 10.3, whether in whole or in part, in any such action (or settlement thereof) shall be paid by the Company.

(g) The indemnification and advancement of Expenses provided by this Section 10.3 shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of Expenses may be entitled under any law (common or statutory), agreement, or otherwise, both as to action in such Person's official capacity and as to action in another capacity while holding such office, or while employed by or acting as a Member, Manager, or Officer of the Company, or as the Partnership Representative or Designated Individual, or as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, and shall continue as to any Person who has ceased to be a Member, Manager, or Officer, or as the Partnership Representative or the Designated Individual, and shall inure to the benefit of the successors, heirs, executors, and administrators of such Person.

(h) All rights to indemnification and advancement of Expenses provided by this Section 10.3 shall be deemed to be a contract between the Company and each Member, Manager, or Officer of the Company who serves, served, or has agreed to serve in such capacity, or at the request of the Company as director or officer of another corporation, partnership, joint venture,

trust, or other enterprise, at any time while this Section 10.3 is in effect, and any repeal or modification of this Section 10.3 shall not in any way diminish any rights to indemnification of or advancement of Expenses to any such Member, Manager, or Officer of the Company or the obligations of the Company with respect thereto.

Section 10.4 Extension of Indemnity. The Board of Managers may, by resolution, extend the provisions of Section 10.3 pertaining to indemnification and advancement of Expenses to any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by reason of the fact that such Person is or was or has agreed to become an employee, agent, or fiduciary of the Company or is or was serving or has agreed to serve at the request of the Company as a director, officer, employee, agent, or fiduciary of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the Company or any such other enterprise.

Section 10.5 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was or has agreed to become a Manager or Officer of the Company, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him/her against such liability under the provisions of Section 10.3.

ARTICLE XI
DISSOLUTION; LIQUIDATION

Section 11.1 Dissolution. The Company shall continue in full force and effect in perpetuity, except that the Company shall be dissolved and its affairs wound up prior to such date upon the first to occur of the following events (each, an "Event of Dissolution"):

(a) the approval by all Members by execution of a unanimous written consent;

(b) upon the Supermajority Approval of the Board of Managers;

(c) unless otherwise determined by Supermajority Approval of the Board of Managers, the Company will dissolve upon dissolution of the IPA pursuant to the provisions of Article XI of the Amended and Restated Operating Agreement of the IPA.

(d) upon the occurrence of any of the events set forth in Section 605.0701 of the Act.

Section 11.2 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the Event of Dissolution described in Section 11.1 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.3, and the Articles of Dissolution shall have been filed as provided in Section 11.4.

Section 11.3 Liquidation. If the Company is dissolved pursuant to Section 11.1, the Company shall be liquidated and its business and affairs wound up in accordance with the Act and the following provisions:

(a) Liquidator. The Board of Managers, or, if the Board of Managers is unable to do so, a Person selected by the Board of Managers, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a nationally recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation ("Liquidation Proceeds") in the following order of priority, unless otherwise required by mandatory provisions of applicable Law:

(i) *First,* to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *Second,* if Liquidation Proceeds remain after payment of all amounts required to satisfy Section 11.3(c)(i), to the establishment of and additions to reserves that are determined by the Board of Managers in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;

(iii) *Third,* subject to Section 11.3(d), if Liquidation Proceeds remain after payment of all amounts required to satisfy Section 11.3(c)(i)-(iii); any remaining Liquidation Proceeds shall be distributed to the Members, on a *pro rata* basis equal to their respective Percentage Interests.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.3(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.3(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.3(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Asset FMV.

Section 11.4 Statement of Dissolution. Upon completion of the distribution of the assets of the Company as provided in Section 11.3(c) hereof, the Company shall be terminated and the Liquidator shall cause a Articles of Dissolution to be filed in the State of Florida in accordance

with Section 605.0707 of the Act and any similar filings required under the applicable Laws of jurisdictions other than the State of Florida and shall take such other actions as may be necessary to terminate the Company.

Section 11.5 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any loss which at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to the terms and conditions of this Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by telecopy, electronic transmission, or other similar means (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on Exhibit D (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.1).

Section 12.2 Further Assurances. Each of the Parties shall use commercially reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper, or advisable under applicable Laws to carry out the purposes of this Agreement, including, without limitation, using reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications, and orders of the relevant Governmental Authorities. Each of the Parties shall cooperate with the other Parties when required in order to carry out the purposes of this Agreement, and in the event that at any time hereafter, any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties shall use their commercially reasonable best efforts to take all such action.

Section 12.3 Entire Agreement. This Agreement, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, including the Original Agreement, provided that this Agreement shall not be deemed to supersede the IPA Operating Agreement.

Section 12.4 Public Announcements. Except as required by applicable Law, no Party to this Agreement shall make, or cause to be made, any press release or other public announcement of any kind in respect of this Agreement without the prior written consent of all other Parties, and to the extent any such press release or public announcement is to be made, the Parties shall cooperate as to the timing and contents of any such press release or public announcement.

Section 12.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms of such illegal, invalid, or unenforceable provision as may be possible.

Section 12.6 Several Obligations. All obligations of the Parties under this Agreement shall be several and not joint and, except as otherwise set forth herein, in no event shall a Party have any liability or obligation with respect to the acts or omissions of any other Party to this Agreement.

Section 12.7 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Florida, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Florida.

Section 12.8 Dispute Resolution.

(a) Any Party seeking a resolution in the event of any dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute"), shall provide written notice thereof to the other Parties (the "Initial Notice"), and within thirty (30) days of the delivery of the Initial Notice, the Parties shall attempt in good faith to negotiate a resolution of the Dispute. Such negotiations will be conducted without lawyers or other advisors present. All such negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable for any reason to resolve a Dispute within thirty (30) days after the delivery of the Initial Notice or if a Party reasonably concludes that another Party is not willing to negotiate as contemplated by this Section 12.8(a), the Dispute shall be submitted to mediation in accordance with the Dispute Resolution Procedures attached hereto as Exhibit F.

(b) If the Dispute has not been resolved within sixty (60) days of the appointment of a mediator, or within such longer period as the Parties may agree to in writing, then any Party may file an action with respect to the Dispute in any court having jurisdiction in accordance with Section 12.9.

(c) Notwithstanding the foregoing provisions of this Section 12.8, (i) any Party may seek preliminary provisional or injunctive judicial relief without first complying with the procedures set forth in Section 12.8(a) and Section 12.8(b) if such action is reasonably necessary to avoid irreparable damage, and (ii) any Party my initiate litigation before the expiration of the periods specified in Section 12.8(b) if such Party has submitted a Mediation Request and the other Parties have failed, within fourteen (14) days after the appointment of a mediator, to agree upon a date for the first mediation session to take place within thirty (30) days after the appointment of such mediator or such longer period as the Parties may agree to in writing.

Section 12.9 Submission to Jurisdiction; Waiver of Jury Trial.

(a) Each of the Parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any state or federal court located in Florida with respect to any Dispute arising out of or relating to this Agreement and agrees that all claims in respect of any such Dispute may be heard and determined in such courts; (ii) consents that any such Dispute may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Dispute in such court or that such court is an inconvenient forum for the Dispute and agrees not to assert, plead, or claim the same; and (iii) agrees that the final judgment of such court shall be enforceable in any court having jurisdiction over the relevant party or any of its assets.

(b) To the extent not prohibited by Law which cannot be waived, each of the Parties hereto hereby waives and covenants that it shall not assert (whether as plaintiff, defendant, or otherwise) any right to trial by jury in any forum in respect of any Dispute arising out of or based upon this Agreement or in any way connected with or related or incidental to the transactions contemplated hereby. Any Party hereto may file an original counterpart or a copy of this Section 12.9(b) with any court as written evidence of the consent of each such Party to the waiver of its right to trial by jury. Each Party certifies and acknowledges that (i) no Representative, agent, or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each Party understands and has considered the implications of this waiver, (iii) each Party makes this waiver voluntarily, and (iv) each Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 12.9(b).

Section 12.10 Specific Performance. Subject to the provisions of Section 12.8, in the event of any actual or threatened default in, or breach of, any of the terms, conditions, and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its or their rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at Law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 12.11 Amendments and Waivers. Except as otherwise expressly provided herein, this Agreement may not be amended, supplemented, or modified except by an instrument in writing signed by each Party. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 12.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 12.13 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 12.14 Assignment. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment or delegation in violation of this Section 12.14 shall be null and void.

Section 12.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery by such Party. Such electronic copies shall constitute legally enforceable original documents.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

MEMBER:

_____
Name of Member

By: _____
Name: _____
Title: _____

EXHIBIT A

MEMBER SCHEDULE

(As of the Effective Date)

Member Name	Membership Units	Percentage Interest	Capital Contribution
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
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		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____

Member Name	Membership Units	Percentage Interest	Capital Contribution
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
		_____%	$_____
Totals	___Units	100%	$_____

EXHIBIT B

INITIAL COMPOSITION OF BOARD OF MANAGERS

_____, Chair
_____, Vice Chair
_____, Secretary
_____, Treasurer

_____
_____
_____
_____
_____

Executive Director

_____

EXHIBIT C

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Agreement**") is made and entered into effective as of this _____ day of _____, _____ by and between _____ ("**Joinder Party**") and **Behavioral Health Partners of Florida**, LLC, a Florida limited liability company (the "**Company**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Operating Agreement (as defined below).

Reference is hereby made to that certain Amended and Restated Operating Agreement of the Company dated as of _____, 20__ (as it may be amended, restated, and/or modified from time to time in accordance with its terms, the "**Operating Agreement**"), by and among the Company and the other parties thereto.

Pursuant to and in accordance with **Section 7.2(a)** of the Operating Agreement, the undersigned Joinder Party hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Agreement, the Joinder Party shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery by such party. Such electronic copies shall constitute legally enforceable original documents.

* * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

COMPANY:

Behavioral Health Partners of Florida, LLC

By: _____

Name: _____

Title: _____

JOINDER PARTY:

_____

By: _____

Name: _____

Title: _____

EXHIBIT D

NAMES AND ADDRESSES OF MEMBERS

EXHIBIT E

PARTNERSHIP REPRESENTATIVE

EXHIBIT F

DISPUTE RESOLUTION PROCEDURES

If a dispute arises out of, or in connection with, the relationship between the parties, and the parties do not resolve the dispute through discussions then:

(a) Written notice, containing a request to negotiate, shall be given by either party to the other. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.

(b) Negotiations shall occur between representatives of Parties in dispute who play a supervisory role in the performance or management of the Agreement. If the representatives do not resolve some or all of the issues in the dispute within ninety (90) days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations between a principal of each disputing Party.

(c) All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

(d) If the parties do not resolve some or all of the issues in dispute through a second level of negotiations within ninety (90) days after notice has been given, then the parties agree to attempt to resolve the dispute through mediation, in accordance with the Terms of Mediation set forth below.

Terms of Mediation

(i) **Notice.** If a dispute arises out of, or in connection with, the relationship between the parties, and the parties do not resolve that dispute through negotiation, then either party to the dispute may promptly submit to the other party a notice of intent to mediate. This notice shall be in writing and shall specify the issues in dispute.

(ii) **Selection of Mediator.** The parties agree to jointly select a mediator. If the parties cannot agree on the choice of mediator within thirty (30) days from the date of the notice of intent to mediate, then a mediator will be chosen, upon application by the parties, by the American Arbitration Association.

(iii) **Location.** The mediation shall be held in the State of Florida at a mutually agreed upon location. If the parties are unable to agree on a location for the mediation, the mediator shall select the location of the mediation.

(iv) **Exchange of Information.** The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be complete no later than ten (10) days prior to the date set for the mediation.

(v) **Costs.** The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the mediation room, if any, shall be borne equally by the parties.

(vi) **Schedule.** The parties shall jointly select a date for the mediation that is not later than sixty (60) days from the date of the notice of intent to mediate.

(vii) **Confidentiality.** All information exchanged during this mediation shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

(viii) **Authority to Settle.** The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.

(ix) **Caucusing.** The mediator is free to caucus with the parties individually, as the mediator sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission.

(x) **Prohibition against Future Assistance.** It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

(xi) **Termination.** Either party may terminate the mediation at any time.

(xii) **Mediator's Report.** In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues.

(xiii) **No New Steps.** During the course of the mediation, the parties agree to take no new steps in any legal proceeding between them which concerns the same matter as is the subject of the mediation.

4831-5115-4860, v. 1

EXHIBIT C

AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF INTEGRATED CARE NETWORK OF FLORIDA, LLC

AMENDED AND RESTATED
OPERATING AGREEMENT

OF

INTEGRATED CARE NETWORK OF FLORIDA, LLC

_____, 2020

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AMENDED AND RESTATED
OPERATING AGREEMENT
OF
INTEGRATED CARE NETWORK OF FLORIDA, LLC

(a Delaware Limited Liability Company)

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of INTEGRATED CARE NETWORK OF FLORIDA, LLC, a Delaware limited liability company (the "Company"), is made and entered into effective as of this _____ day of _____, 2020 (the "Effective Date") by and between BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC, an Florida limited liability company (the "Class P Member"), and CENTENE MANAGEMENT COMPANY, LLC, a Wisconsin limited liability company (the "Class I Member", and together with the Class P Member, the "Members"), and each other Person who, after the date hereof, lawfully acquires Membership Units and, through the execution of a Joinder Agreement, becomes a party to this Agreement. Each of the Members and the Company may be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Company was formed under the laws of the State of Delaware by the filing of the certificate of formation under Section 18-201 of the Act with the Secretary of State of the State of Delaware on July 26, 2019;

WHEREAS, the Class I Member initially organized the Company as its sole Member pursuant to the Limited Liability Company Operating Agreement of Integrated Care Network of Florida, LLC dated July 26, 2019 (the "Original Agreement");

WHEREAS, the Class I Member also executed the Membership Interest Option Grant dated October 31, 2019 (the "Option Grant") pursuant to which the Class P Member is acquiring its Membership Interest in the Company;

WHEREAS, this Agreement constitutes the "Amended Operating Agreement" contemplated by Section 5(a) of the Option Grant;

WHEREAS, the Members desire to organize the Company for the following purposes:

(i) To establish and operate a clinically-integrated behavioral health network (the "IPA Network") that will serve as preferred providers for behavioral health services to Medicaid beneficiaries for Sunshine Health and other third-party payors across the State of Florida and that will also allow for regional focus;

(ii) To develop a system of care driven by best practices, to offer community-based services provided in the least restricted environment possible, and to utilize technology and actionable data;

(iii) To promote Company beneficiaries' health, recovery, engagement, and choice;

(iv) To incorporate a strengths-based philosophy that promotes wellness through the inclusion of prevention services that address the social determinants of health;

(v) To further integrated health and ensure improved behavioral health and physical health for all Company beneficiaries;

(vi) To be an incubator for innovation and creativity with the ability to be proactive, creative, and responsive to emerging needs as they relate to behavioral health and integrated health care;

(vii) To empower providers to have more ownership within and ability to influence the behavioral health system of care in Florida;

(viii) To use data, metrics, and transparent clinical information via health information exchange to promote a culture of quality and accountability;

(ix) To research and define best practices to streamline and improve efficiencies across providers;

(x) To ensure providers are able to focus on activities that leverage their professional expertise, license, and skills to improve clinical and financial efficiencies that will decrease total cost of care for Company beneficiaries and behavioral health populations over time;

(xi) To understand current health plan resources, abilities, interests, and business models as well as the managed care market overall and anticipate future opportunities to be best prepared to lead in the market; and

(xii) To advocate to the State of Florida and health plans to help create a sustainable behavioral health system of care across Florida.

WHEREAS, the Members are becoming the holders of all of the issued and outstanding Membership Units, and each such Member owns, as of the Effective Date, the number of Membership Units set forth opposite such Member's name on Exhibit A to this Agreement; and

WHEREAS, this Agreement is being entered into in order to facilitate the continuous, harmonious and effective management of the affairs, policies and operations of the Company, and to set forth herein the Members' respective relationships, rights, obligations and agreements with respect to each other and the Company and the governance thereof.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual representations, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

AGREEMENT

ARTICLE I
DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. Capitalized terms used and not otherwise defined herein, shall have the meaning ascribed to such terms as set forth below:

"*Act*" means the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Sections 18-101, et seq., as the same may be amended from time to time.

"*Affiliate*" shall mean, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"*Asset FMV*" shall mean, with respect to any asset as of any date, the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board of Managers based on such factors as the Board of Managers, in the exercise of its reasonable business judgment, considers relevant.

"*Behavioral Health Services*" shall mean mental health and substance use disorder services covered by the Florida Agency for Health Care Administration (AHCA) and Substance Abuse and Mental Health Program of the Florida Department of Children and Families.

"*Business Day*" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in the city of Tallahassee, Florida are authorized or obligated by Law or executive order to close.

"*Capital Accounts*" shall mean the accounts established on the books of the Company with respect to each Member. The Capital Account of each Member will be credited with the Capital Contribution of a Member and a Member's distributive share of Net Profits. The Capital Account of each Member will be debited with the amount of cash and the fair market value of any Company property distributed to a Member under this Agreement (net of liabilities securing such distributed property that the Member is considered to assume under or take subject to Section 752 of the Code), and a Member's distributive share of Net Losses. If the Company Basis of Company assets is adjusted as provided in this Agreement, the Capital Accounts of all Members will be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss on such assets equal to the amount of the aggregate net adjustment. Capital Accounts shall be maintained and adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b). If an interest in the Company is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest, and to the extent such succession is necessary to maintain the Capital Accounts in compliance with applicable Treasury Regulations.

"*Capital Contribution*" means, for any Member, the total amount of cash and the Asset FMV of any property contributed to the Company by such Member.

"*Class I Member*" shall mean the holder of the Class I Units.

"*Class P Member*" shall mean the holder of the Class P Units.

"*Class P Member Owner-Provider*" shall mean a provider entity which owns an Equity Interest in the Class P Member.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

"*Company Basis*" shall mean in the case of an asset contributed by a Member to the Company, the fair market value of the asset on the date of contribution, as reasonably determined by the contributing Member and the Company, less Depreciation thereafter taken with respect thereto, if any; and, in the case of any other asset, its adjusted basis for federal income tax purposes. The Company Basis of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Board of Managers, as of the following times: (i) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a minimal Capital Contribution; (ii) the distribution by the Company of more than a minimal amount of Company property other than money, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their interests in the Company; and (iii) the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code. If the Company Basis of an asset has been adjusted as so provided, the Company Basis shall thereafter be adjusted by the Depreciation taken into account with respect to such asset.

"*Confidential Information*" shall mean, with respect to the Company and its Affiliates, all non-public, confidential or proprietary information which pertains or relates to the business activities of the Company or this Agreement, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation: (i) all information concerning past, present and future business affairs, patients, clients, finances, customer and supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (ii) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (iii) any other information that would reasonably be considered non-public, confidential or proprietary; and (iv) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

"*Coordinating Council*" shall mean the interim decision-making board established to facilitate the creation, development and formation of the IPA, which included representatives of the following organizations: Centene Corporation, Florida Council for Community Mental Health, LifeStream Behavioral Center, Peace River Center, Meridian Behavioral Healthcare, Gracepoint Wellness, Devereux Advanced Behavioral Health, Aspire Health Partners, and Centerstone Florida.

"*Deficiency Amount Portion*" shall mean, with respect to each Member who has made an Additional Contribution, the portion of the Deficiency Amount multiplied by such Member's Percentage Interest; provided that if any such Member chooses to not provide its Deficiency Amount Portion, then each Member who has chosen to provide its Deficiency Amount Portion shall have the right to contribute the amount of such un-provided Deficiency Amount Portion multiplied by a fraction, the numerator of which is the number of Common Units held by such Member and the denominator of which is the number of Common Units held by all Members who have chosen to provide their Deficiency Amount Portion, and such amount shall be added to such Member's Deficiency Amount Portion in the first instance.

"*Depreciation*" shall mean for each year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for the year, except that if the Company Basis of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the year, then the depreciation, amortization or cost recovery deduction with respect to such asset shall be an amount which bears the same ratio to such beginning Company Basis as federal income tax depreciation, amortization or other cost recovery deduction for the year bears to the beginning adjusted tax basis.

"*Designated Alternate*" shall mean the single individual to serve as the alternate Manager for a Class P Manager or a Class I Manager by written notice delivered to the Chair and the Secretary, as applicable, who will be designated in advance by the Class P Member or the Class I Member which appointed the Manager for whom the alternate is being designated. The initial Designated Alternates are listed on Exhibit C.

"*DGCL*" shall mean the General Corporation Law of the State of Delaware, Title 8, Chapter 1, §§ 8-101, *et seq*, and any successor statute, as it may be amended from time to time.

"*Encumbrance*" shall mean any lien, claim, charge, mortgage, pledge, security interest, option, preferential arrangement, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

"*Entity*" shall mean any general partnership, limited partnership, limited liability partnership, corporation, limited liability company, joint venture, trust, business trust, estate, cooperative or other association or business entity.

"*Equity Interests*" shall mean, with respect to any Entity, all forms of equity interests in such Entity or any successor of such Entity (however designated, whether voting or non-voting), all investment interests convertible into or exchangeable or exercisable for such equity interests, and all warrants, options or other rights to purchase or acquire from such Entity or any successor of such Entity, such equity interests, or investment interests convertible into or exchangeable or exercisable for such equity interests, including, with respect to the Company, the Membership Units.

"*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended.

"*Finance Committee*" shall mean the Finance Committee established by the Board of Managers.

"*Fundamental Issue*" shall mean a pending issue before the Board of Managers which requires approval of the Board of Managers under Section 5.7 and which either two-thirds (2/3rds) of the voting power of the Class P Managers or two-thirds (2/3rds) of the voting power of the Class I Managers is willing to certify in such Managers' good faith determination that the failure to resolve the pending issue in a mutually agreeable manner will substantially compromise the ability of the Company to proceed as a viable going concern.

"*Governing Documents*" shall mean, as applicable, an Entity's articles of incorporation, certificate of incorporation, certificate of designations, bylaws, certificate of formation, operating agreement, partnership certificate, partnership agreement, stockholders' agreement, committee charters or equivalent organizational or constituent documents.

"*Governmental Authority*" shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"*Governmental Order*" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"*Indebtedness*" shall mean, with respect to any Person, all liabilities of such Person (a) for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money; (b) for any indebtedness evidenced by notes, debentures, bonds or other similar instruments; (c) with respect to any deferred purchase price of any asset or services; (d) to reimburse any obligor on any letter of credit or similar credit transaction securing obligations of any Person; (e) to pay rent or other amounts under any lease of real or personal property, which obligations are to be classified and accounted for as capital leases in accordance with U.S. generally accepted accounting principles and the amount of such obligations shall be the capitalized amount thereof determined in accordance with U.S. generally accepted accounting principles; (f) constituting a guarantee of any liabilities or obligations of any other Persons; or (g) secured by an Encumbrance on any of such Person's assets.

"*IPA*" shall mean the independent practice association for Behavioral Health Services operated by the Company.

"*IPA CEO*" shall mean the individual selected by the Board of Managers to serve as the chief executive officer of the IPA having such authority to act for the Company and the IPA as may be specified in resolutions adopted by the Board of Managers or the contract pursuant to which the services of the IPA CEO are provided to the Company and the IPA.

"*Law*" shall mean any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"*Losses*" shall mean any losses, damages, liabilities, deficiencies, amounts paid in settlement, judgments, penalties or fines of any kind.

"*Management/Administrative Services Agreement*" means the contract for management and administrative services between the Company and the Class I Member or an Affiliate of the Class I Member.

"*Membership Interest*" means the entire limited liability company interest of a Member in the Company and such Member's right (based on the type and class of Membership Units held by such Member), as applicable: (a) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (b) to any and all other rights to which such Member may be entitled as provided in this Agreement or the Act.

"*Membership Unit*" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Membership Units, including the Common Units; provided, that any type or class of Membership Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Membership Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

"*Net Profits and Net Losses*" shall mean for each year, an amount equal to the Company's taxable income or loss for the year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (i) income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g) shall be added to such income or loss, but income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i) shall be excluded; (ii) losses and deductions (or items thereof) described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), shall be included in determining such income or loss, but losses or deductions (or items thereof) described in Treasury Regulation Section 1.704-1(b)(4)(i) shall be excluded; (iii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code or treated as a Code Section 705(a)(2)(B) expenditure pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) shall be subtracted from such taxable income or loss; (iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Company Basis of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Company Basis; (v) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year, and (vi) items of income or gain that are specially allocated pursuant to Section 9.2, Section 9.3 or Section 9.9 shall not be taken into account in computing Net Profits or Net Losses.

"*Percentage Interest*" shall mean, with respect to any Member as of a given date, the quotient obtained when dividing the number of Common Units owned by such Member by the total number of issued and outstanding Common Units as of such date.

"*Permit*" shall mean all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"*Person*" shall mean any individual or Entity.

"*Preferred Obligations*" shall mean all outstanding liabilities and payment obligations of the Company in respect of any Preferred Debt.

"*Representative*" shall mean, with respect to any Person, such Person's Affiliates and any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person or such Person's Affiliates.

"*Securities Laws*" shall mean the Securities Act of 1933, as amended, the Exchange Act, all rules and regulations promulgated under the foregoing and the applicable securities ("blue sky") laws of the states of the United States of America.

"*Subsidiary*" shall mean with respect to any Person, (a) any corporation or company more than fifty percent (50%) of whose voting or capital stock is, as of the time in question, directly or indirectly owned by such Person, and (b) any partnership, joint venture, association or other Entity in which such Person, directly or indirectly, owns more than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such Entity.

"*Tax*" shall mean a tax or taxes of any kind or nature, or however denominated, including any liability for federal, state, local or foreign income, alternative minimum, accumulated earnings, personal holding company, franchise, net worth or gross receipts, sales, use, transfer, registration, business and occupation, value added, excise, severance, natural resources, environmental, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, estimated, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect to the foregoing, including any transferee, contractual or secondary liability for a tax of any other Person and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any Tax Return relating thereto

"*Tax Return*" shall mean, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Tax, including any schedule or attachment thereto, and including any amendment thereof.

"*Three (3)-Month USD LIBOR*" shall mean, as of any date of determination, the London interbank offered rate for deposits in U.S. dollars having an index maturity of three (3) months as that rate is published on such date in *The Wall Street Journal (National Edition)* or such other commercially available source providing quotations of LIBOR as may be designated by the Members in writing from time to time.

"*Transfer*" shall mean any transfer, gift, bequest, sale, assignment, pledge, hypothecation or other disposition of any Membership Units, whether directly or indirectly (including by merger or sale of equity in any direct or indirect holding company, whose assets consist of Membership Units), irrespective of whether any of the foregoing are effected voluntarily, involuntarily, by operation of Law, pursuant to judicial process or otherwise, or whether inter

vivos or upon death. When used as a verb, "Transfer" and "Transferred" shall have the correlative meaning. In addition, "Transferor" and "Transferee" shall have the correlative meaning.

Section 1.2 Cross-Reference Table. The following terms shall have the meanings provided for such terms in the Sections set forth below:

Term	Section
Additional Contribution	6.2
Additional Contribution Amount	6.2
Additional Contribution Notice	6.2
Additional Contributions	6.2
Agreement	Introduction
Board of Managers	5.1
Calculated Equity Value	4.13
Certificate	2.1
Chair	5.6(c)
Class I Manager	5.2(a)
Class I Units	3.2(b)
Class P Manager	5.2(a)
Class P Units	3.2(a)
Common Units	3.2(b)
Company	Introduction
Company Party	10.2
Competing IPA	4.10(d)
Contributing Member	6.3(a)
Contribution Deficiency	6.3(a)
Date of Formation	2.1
Defaulting Member	9.7(b)
Deficiency Amount	6.3(a)
Deficit Member	9.1
Delinquent Member	6.3(a)
Designated Individual	9.9(b)
Discounted Appraised Value	4.13
Dispute	12.8(a)
Effective Date	Introduction
Event of Dissolution	11.2
Expenses	10.3(b)
FCCMH Manager	5.2(a)
Initial Contribution	6.1(a)
Initial Contributions	6.1(a)
Initial Notice	12.8(a)
IPA Network	Recitals
IPA/MSO Model	4.10(a)
Joinder Agreement	7.2(a)
Liquidation Proceeds	10.4(c)
Liquidator	10.4(a)
Manager	5.1

MCO ..... 4.10(d)
Mediation Request ..... 12.8(b)
Member Affiliate ..... 4.6(b)
Member Schedule 3.1
Members ..... Introduction
MSO 4.13
Non-Delinquent Member ..... 6.3(a)
Officers ..... 5.6(a)
Option Grant ..... Recitals
Original Agreement ..... Recitals
Participation Agreement 4.11
Parties ..... Introduction
Partnership Representative ..... 9.9(a)
Party ..... Introduction
Permitted Transfer ..... 7.1(b)
Permitted Transferee ..... 7.1(b)
Persons ..... 4.2(c)
PR Misconduct ..... 9.9(e)
Preferred Debt ..... 6.3(a)
Proposed Transferee ..... 7.3(a)
Qualified Appraiser 4.13
Returned Contribution ..... 6.3(a)
Secretary ..... 5.6(e)
Tax Liability ..... 9.9(d)
Tax Proceeding ..... 9.9(c)
Transferring Members ..... 7.3(a)
Treasurer ..... 5.6(f)
Underpayments ..... 9.9(c)
Unit Certificates 3.4
Vice-Chair ..... 5.6(d)

Section 1.3 Rules of Construction.

(a) All article, section, schedule and exhibit references used in this Agreement are to articles, sections, schedules and exhibits to this Agreement unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(c) All references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars unless a different currency is specifically stated.

(d) Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the

masculine gender shall include the feminine and neutral genders and vice versa. The term "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear.

(e) The Parties acknowledge that each Party and its legal counsel has reviewed this Agreement and agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(f) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Section 1.4 Limited Liability Company Agreement. This Agreement constitutes the limited liability company agreement among the Members under Section 18-101(7) of the Act.

ARTICLE II
FORMATION OF THE COMPANY; SCOPE OF AGREEMENT

Section 2.1 Formation and Name. The Company filed a certificate of formation (the "Certificate") under Section 18-201 of the Act with the Secretary of State of the State of Delaware on July 26, 2019 (the "Date of Formation"). As set forth on the Certificate, the name of the Company is Integrated Care Network of Florida, LLC, provided that, if the Company complies with all applicable Laws relating to the use of fictitious and assumed names, the business of the Company may be conducted under such other name or names as the Board of Managers may from time to time designate.

Section 2.2 Registered Office and Registered Agent. The registered office of the Company shall be located at 1209 North Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801, or such other office as the Board of Managers may designate from time to time. The Company may have other offices at such places, both within and without of the State of Florida, as the Board of Managers may from time to time determine or the business of the Company may require. The registered agent for service of process on the Company in the State of Florida shall be The Corporation Trust Company or such other Person as the Board of Managers may designate from time to time.

Section 2.3 Purposes. The purpose of the Company are as set forth in the Recitals and to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

Section 2.4 Foreign Qualifications. The Company will proceed to file and maintain in good standing its registration as a foreign limited liability company under the Laws of State of Florida. Prior to the Company conducting business in any jurisdiction other than Florida, the Company will comply with all requirements under applicable Law necessary to qualify the Company as a foreign limited liability company, and, if necessary, keep the Company in good standing in that jurisdiction.

Section 2.5 Fiscal Year. The fiscal year of the Company shall be fixed, and shall be subject to change, by the Board of Managers. Unless otherwise fixed by the Board of Managers, the fiscal year of the Company shall be the calendar year.

Section 2.6 Term. The initial term of the Company will be for a period of approximately ten (10) years ending on December 31, 2029, but may terminate early in the event that following the expiration or termination of the Company's initial contract with Sunshine Health the Company has no contract in force for a period of ninety (90) days with either Sunshine Health or another managed care organization, at which time the Company shall dissolve. The Members will discuss renewal of the Company for additional ten (10) year term(s) after the completion of eight (8) years of the initial term or any subsequent renewal term. The decision to renew must be approved by supermajority vote of the Board of Managers, being the approving vote of two-thirds (2/3rds) of the voting power of the Class P Managers and two-thirds (2/3rds) of the voting power of the Class I Managers. If a renewal term is approved by only one class of Managers, the Members will explore in good faith a fair market value buy-out of the Member whose Managers declined to approve a renewal term by the other Member, including the Membership Units and rights under ancillary contracts such as the Management/Administrative Services Agreement.

Section 2.7 Tax Status. The Company intends to be treated as a partnership for Tax purposes. The Company and the Members shall file all Tax Returns and shall otherwise take all Tax and financial reporting positions in a manner consistent with such treatment as a partnership and the Members agree that the Company will not, without obtaining the advance written consent of all Members, change, modify, amend or otherwise alter such treatment, including without limitation by electing to be taxed as a corporation by filing IRS Form 8832 (or its successor form of election).

Section 2.8 Scope of Agreement. The Membership Units of the Members in the Company, and the rights and obligations of the Members with respect thereto and the Company, are subject to all of the provisions of this Agreement and, to the extent not inconsistent with this Agreement, the provisions of the Act. Accordingly, all Membership Units now owned or hereafter acquired by any Member are, and shall be, subject, at all times, to the provisions and conditions set forth in this Agreement.

ARTICLE III
MEMBERSHIP UNITS

Section 3.1 Membership Units. The Membership Interests of the Members shall be represented by issued and outstanding Membership Units which may be divided into one or more types, classes or series. Each type, class or series of Membership Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. Exhibit A (the "Member Schedule") attached hereto sets forth a complete list of (a) the names of the Members of the Company; (b) each Member's respective Percentage Interest; (c) the number of Membership Units each Member currently owns; and (d) the Capital Contributions made with respect to all such Membership Units. Upon the admission of any new Member or the issuance of additional Membership Units, the Board of Managers is hereby authorized and directed to amend the Member Schedule to reflect any changes in the information set forth therein. No health plan

which is not an Affiliate of the Class I Member may become a Member in the Company without the prior written approval of the Class I Member and the owners of two-thirds (2/3rds) of the Class P Units.

Section 3.2 Authorization and Issuance of Class P and Class I Membership Units. Subject to compliance with the terms and conditions of this Agreement, the Company is hereby authorized to issue (a) up to One Hundred (100) Membership Units designated as Class P Units (the "Class P Units"); and (b) up to One Hundred (100) Membership Units designated as Class I Units (the "Class I Units" and together with the Class P Units, the "Common Units"). Except as otherwise expressly provided in this Agreement: (i) each Common Unit shall have the same powers, preferences and rights and shall otherwise be identical in all respects; (ii) each holder of Common Units shall be entitled to vote at all meetings of the Members and shall have one vote for each Common Unit held by such Member; and (iii) the Common Units shall vote as a single class with respect to all matters submitted to a vote of the Members of the Company.

Section 3.3 Binding on Transferees. All Transferees of any Membership Units Transferred in accordance with the terms and conditions of this Agreement shall take such Membership Units subject to all provisions, conditions and covenants set forth in this Agreement; provided, however, that no Transfer shall be completed, effective or recognized by the Company or any other Member for any purposes unless the conditions set forth in Section 7.2 of this Agreement have been satisfied. Upon the satisfaction of such conditions, any Transfer that is otherwise permitted in accordance with the terms and conditions of this Agreement shall be deemed valid and effective and the Transferee shall be considered a Member hereunder for all purposes.

Section 3.4 Membership Units Legend. The Company, as authorized by the Board of Managers, may issue certificates to the Members representing the Common Units held by each such Member (the "Unit Certificates"), and, if issued, any such Unit Certificates shall be endorsed with a legend substantially in the form of the following:

> "THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN AMENDED AND RESTATED OPERATING AGREEMENT DATED AS OF _____, 2020. A COPY OF SUCH AGREEMENT IS ON FILE WITH AND MAY BE EXAMINED IN THE OFFICE OF THE COMPANY. THE AGREEMENT PROVIDES, AMONG OTHER THINGS, FOR CERTAIN RESTRICTIONS ON TRANSFER AND OBLIGATIONS TO SELL THE MEMBERSHIP UNITS EVIDENCED BY THIS CERTIFICATE FOR A DESIGNATED PURCHASE PRICE UPON CERTAIN EVENTS. BY ACCEPTING THE MEMBERSHIP UNITS EVIDENCED BY THIS CERTIFICATE, THE HOLDER AGREES TO BE BOUND BY SUCH AGREEMENT."

ARTICLE IV
MEMBERS

Section 4.1 No Management by the Members. Except as expressly set forth herein, the Members shall take no part in the management, control or operation of the Company and all such authority shall rest with the Board of Managers as set forth in Article V of this Agreement.

Unless authorized to do so by this Agreement or by the Board of Managers, no Member, acting solely in his, her or its capacity as a Member, shall act as an agent of the Company or have any authority to act for or bind the Company except to the extent otherwise provided in this Agreement, including but not limited to taking any action that may bind the Company in any way or assign, transfer, pledge, compromise, or release any claim of the Company, or arbitrate or consent to the arbitration of any disputes or controversies involving the Company, or use the name, credit, or property of the Company for any purpose.

Section 4.2 Meetings of the Members.

(a) Meetings. The annual meeting of the Members for the election of Managers and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board of Managers and stated in the notice of meeting. Special meetings of Members for any purpose shall be called pursuant to a resolution approved by the Board of Managers and may not be called by any other Person. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

(b) Notice of Meetings. Written notice stating the place, date and time of each annual or special meeting of the Members, and, in the case of a special meeting of the Members, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days before the date of the meeting to each Member. The Board of Managers may designate any place, either within or without the State of Florida, as the place of meeting for any annual or special meeting of the Members. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) Participation. To the extent authorized by the Board of Managers, any Members may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Quorum. At each meeting of the Members, holders of a majority of the Common Units entitled to vote at such meeting, present in person, represented by proxy or participating as permitted by Section 4.2(c), shall constitute a quorum. Subject to Section 4.3(c), no action at any meeting may be taken by the Members unless a quorum is present. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting (for a period not to exceed twenty (20) days) until a quorum shall be present or represented. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

(e) Conduct of the Meetings. The Board of Managers may adopt by resolution such rules and regulations for the conduct of meetings of the Members as it shall deem reasonably appropriate. At every meeting of the Members, the Chair of the Company, or in his or her

absence or inability to act, the Vice-Chair of the Company, shall act as chairperson of, and preside at, the meeting. The Secretary or, in his or her absence or inability to act, the Person whom the chairperson of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Managers, the chairperson of any meeting of the Members shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are reasonably appropriate for the proper conduct of the meeting.

Section 4.3 Voting; Proxies; Action by Written Consent.

(a) Voting. The vote at any election or upon any question at any meeting of the Members need not be by written ballot; provided, however, that the Board of Managers, in its discretion, may require that any votes cast at such meeting shall be cast by written ballot. A Common Unit shall entitle a Member to one (1) vote per Common Unit held. Except for the provisions regarding the election of Managers set forth in Section 5.2 of this Agreement, or as otherwise expressly set forth in this Agreement, any matter brought before any meeting of the Members shall be decided by the affirmative vote of the majority of the Class P Units and Class I Units, voting together as a single class, present in person or represented by proxy at the meeting and entitled to vote on the matter.

(b) Proxy. Each Member entitled to vote at a meeting of the Members or to express consent to action in writing without a meeting may authorize another Person to act for such Member by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Member may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Board of Managers a revocation of the proxy or a new proxy bearing a later date.

(c) Action by Written Consent. Any action that is required to or otherwise may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (i) signed by the holders of outstanding Common Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Common Units entitled to vote thereon were present and voted; and (ii) delivered to the Company in accordance with Section 12.1 of this Agreement. Copies of any written consents in lieu of a meeting received by the Company shall be promptly disseminated to all Members.

Section 4.4 Relationship of the Members. The relationship of the Members shall be limited solely to the purpose and scope of the Company as expressed in this Agreement. This Agreement shall not constitute the appointment of any Member as the legal representative or agent of any other Member, and no Member shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of any other Member.

Section 4.5 Information Rights of the Members.

(a) In addition to, and without limiting any rights that a Member may have with respect to inspection of the books and records of the Company and its Subsidiaries under applicable Law, the Company shall furnish to each Member the following information:

(i) as soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter for the first three (3) fiscal quarters of a fiscal year, an unaudited balance sheet as of the end of such fiscal quarter and the portion of the fiscal year then ended, and unaudited statements of income, cash flows and changes in equity for such fiscal quarter and the portion of the fiscal year then ended, all in reasonable detail and prepared in accordance with the accounting methods, practices, principles, estimates, policies and procedures adopted by the Company and consistently applied;

(ii) as soon as available, and in any event within one hundred and eighty (180) days after the end of each fiscal year, an audited balance sheet of the Company as of the end of each such fiscal year, and audited statements of income, cash flows and owners' equity for such fiscal year of the Company, (A) all in reasonable detail and prepared in accordance with the accounting methods, practices, principles, estimates, policies and procedures adopted by the Company and consistently applied; and (B) accompanied by a report of the Company's independent certified public accountants of recognized national standing as selected by the Board of Managers; and

(iii) to the extent the Company is required by applicable Law or pursuant to the terms of any outstanding Indebtedness to prepare such reports, any annual reports, quarterly reports and other periodic reports actually prepared by the Company as soon as available.

(b) The Company shall, and shall cause each of its officers, directors and employees to, afford the officers, employees, auditors and other Representatives of each Member, during normal business hours and upon reasonable notice, access at all reasonable times to its officers, employees, auditors, properties, offices and other facilities and to all books and records on a non-disruptive basis. In addition, as and when requested, the Company shall provide each Member with such other information with respect to the business and properties of the Company and its Subsidiaries as may be reasonably necessary for such Member to comply with any regulatory, Tax or other financial reporting requirements.

Section 4.6 Confidentiality.

(a) Each Member hereby acknowledges and agrees that the Company: (i) has a proprietary interest in maintaining the confidentiality of its Confidential Information; (ii) derives independent economic value from such Confidential Information not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and (iii) has undertaken efforts that are reasonable under the circumstances to maintain the secrecy of such Confidential Information.

(b) Each Member shall: (i) protect and safeguard, and cause each owner of an Equity Interest in the Member (a "Member Affiliate") to protect and safeguard, the confidentiality of all Confidential Information with at least the same degree of care as such Member would protect its

own personal confidential and proprietary information, but in any event with no less than a commercially reasonable degree of care; (ii) not use or permit any of its Member Affiliates to use the Confidential Information, or permit it to be accessed or used, for any purpose or in any manner to the detriment of the Company; and (iii) not disclose any such Confidential Information to any Person, except: (A) to such Member's Representatives who, for legitimate business purposes, need to know the Confidential Information to assist such Member, or act on its behalf and are informed by such Member of the confidential nature of the Confidential Information (provided that each Member shall be liable for any breaches of this Section 4.6(b) by its Representatives); or (B) if required by Law, regulation or legal or regulatory process, but then, only in accordance with Section 4.6(c).

(c) If a Member or Member Affiliate or any of their respective Representatives are required, on the written advice of such Member's or Member Affiliate's legal counsel, to disclose any Confidential Information, by Law, regulation or legal or regulatory process, such Member or Member Affiliate shall: (i) take all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-Parties or the public; (ii) give the Company prompt prior written notice of such request or requirement so that the Company may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (iii) cooperate with the Company to obtain such protective order. In the event that such protective order or other remedy is not obtained, such Member or Member Affiliate will furnish only that portion of the Confidential Information which, on the advice of such Member's or Member Affiliate's counsel, is legally required to be disclosed and, upon request, use commercially reasonably efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

(d) The Members hereby acknowledge and agree that in the event of a breach or any threatened breach of this Section 4.6 by a Member or Member Affiliate or any of their respective Representatives, the Company would suffer significant and irreparable harm for which monetary damages would not serve as a sufficient remedy and that in addition to any and all other remedies the Company may be entitled to, the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without any requirement to post a bond or other security.

(e) The Class P Member shall cause each Class P Member Owner-Provider to agree to abide by the provisions of this Section 4.6 as a provision of the Governing Documents of the Class P Member.

Section 4.7 Restrictions on Other Agreements. Each Member hereby acknowledges and agrees that such Member and its Member Affiliates will not: (a) grant any proxy or enter into or agree to be bound by any voting trust or other similar agreement with respect to any Membership Units, except as expressly contemplated by this Agreement; (b) enter into any agreement or arrangement of any kind with any Person with respect to any Membership Units which is inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of any other Member under this Agreement, including agreements or arrangements with respect to the Transfer or voting of Membership Units; or (c) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of such Member's Membership Units in any manner that is inconsistent with the provisions of this Agreement. The Class P Member shall cause each Class

P Member Owner-Provider to agree to abide by the provisions of this Section 4.7 as a provision of the Governing Documents of the Class P Member.

Section 4.8 Related Party Transactions. Any transaction between a Member or its Affiliate, on the one hand, and the Company or any of its Subsidiaries, on the other hand, including without limitation the Management/Administrative Services Agreement, shall not be void, voidable or subject to change if made on terms that: (a) received the approval of the Board of Managers; and (b) were entered into in good faith and were no less favorable in the aggregate to the Company than would be obtainable on an arms'-length basis from an unaffiliated third party. No party to such a transaction shall be obligated to obtain a fairness opinion concerning that transaction. Nonetheless, an opinion provided by an independent third party with expertise in the relevant matter to the effect that such a transaction is fair to the Company shall conclusively establish the fairness of that transaction.

Section 4.9 Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member, severally and not jointly, on behalf of itself and not any other Person, as follows:

(a) Such Member is an Entity duly organized, validly existing and in good standing under the Laws of the State under which it was organized.

(b) Such Member has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Member of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite action on the part of such Member. This Agreement has been duly executed and delivered by such Member and, assuming the due authorization, execution and delivery by each other Party hereto, this Agreement constitutes a legal, valid and binding obligation of such Member, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

(c) The execution, delivery and performance by such Member of this Agreement and the consummation of the transactions contemplated hereby do not: (i) conflict with or result in any violation or breach of any provision of any of the Governing Documents of such Member; (ii) conflict with or result in any violation or breach of any provision of any applicable Law; or (iii) require any consent or other action by any Person under any provision of any material agreement or other instrument to which such Member is a party.

(d) Except for this Agreement, such Member has not entered into or agreed to be bound by any other agreements or arrangements of any kind with any other Person with respect to the Membership Units, including agreements or arrangements with respect to the acquisition or disposition of the Membership Units or any interest therein or the voting of the Membership Units (whether or not such agreements and arrangements are with the Company or any other Member).

Section 4.10 IPA/MSO Model; Limited Exclusivity.

(a) The Class P Member, its Member Affiliates and the Florida Council for Community Mental Health acknowledge and agree that the Class I Member and its Affiliates have the right to replicate the business model of organizing and managing a joint venture behavioral health independent practice association between a Class I Member Affiliate and behavioral health care providers to contract with managed care organizations using value-based payment arrangements and operated in conjunction with a related management services organization supporting the functions of the independent practice association (the "IPA/MSO Model") in states other than Florida without the need for any permission from the IPA, the Class P Member or its Member Affiliates.

(b) Except as provided below, no Party has any rights over, or obligations to, any other Party with respect to other ventures (in behavioral health or otherwise) conducted outside of the state of Florida. Jointly created and funded intellectual property (other than those proprietary trade secret aspects developed by the Class I Member or its Affiliates with respect to the IPA/MSO Model described in Section 4.10(a) that are not in the public domain, the rights to which belong to the Class I Member and its Affiliates) within the activities of the IPA will remain IPA intellectual property. For the term of this Agreement, neither the Class P Member nor its Member Affiliates will use any proprietary trade secret aspects developed by the Class I Member or its Affiliates with respect to the IPA/MSO Model that are not in the public domain, except that such restriction shall not limit the Class P Member or its Member Affiliates under Section 4.10(c) or Section 4.10(d).

(c) Notwithstanding anything in this Agreement to the contrary, nothing herein shall bar the Member Affiliates of the Class P Member from entering into provider participation agreements, including but not limited to risk arrangements, with managed care organizations ("MCOs") other than Sunshine Health.

(d) Member Affiliates may invest in other behavioral health independent practice associations. A Member Affiliate investing in another behavioral health independent practice association (a "Competing IPA"), and its Representatives, may not share Confidential Information about the IPA, Centene Corporation and its Affiliates, or Sunshine Health with such other Competing IPA. For a period of five (5) years commencing on the Effective Date, a Member Affiliate investing in a Competing IPA (and the Representatives of such Member Affiliate) shall not participate in the governance of such Competing IPA as an officer, director, member of the board of managers, or employee of such Competing IPA. In addition, for a period of five (5) years commencing on the Effective Date, no individual who is an officer, director, member of the board of managers, or employee of a Member Affiliate shall be permitted to serve in a governance capacity for the Competing IPA.

Section 4.11 Provider Participation Agreements. The Class P Member shall require its Member Affiliates to enter into a provider participation agreement ("Participation Agreement") in the form approved by the Board of Managers to be part of the IPA Network. Pursuant to the Participation Agreement, each Class P Member Owner-Provider shall agree to:

(a) Accept contracts with the Company for Sunshine Health that are mutually approved by Sunshine Health and the Company's Board of Managers (with no right of Class P Member Owner-Providers to opt-out, but subject to the hold harmless assurance described

below) and such other MCOs as approved by the Company's Board of Managers (with a limited 30-day right of Class P Member Owner-Providers to opt-out following notification of contract terms) on either a "Minimum Risk" basis (reduced fee schedule payment plus upside based on performance) or "Maximum Risk" basis (capitation) or such other value-based payment options as may be approved by the Board of Managers from time to time;

(b) Comply with the IHPA Reference Materials, as defined in the Participation Agreement;

(c) Provide data and metrics to the Company;

(d) Adopt shared work flows and clinical protocols approved by the Board of Managers from time to time; and

(e) Permit the connection of the Company's population health platform to the Class P Member Owner-Provider's electronic health record system.

The Class P Member shall cause each Class P Member Owner-Provider to agree to abide by the provisions of this Section 4.11 as a provision of the Governing Documents of the Class P Member. If the Class P Member Owner-Provider elects to continue to be compensated on a fee-for-service basis during the Company's initial twelve (12) month period under the Company's contract with Sunshine Health, such Class P Member Owner-Provider will be held harmless by the Company against reductions in the Class P Member Owner-Provider's current fee-for-service scheduled rates with Sunshine Health for such twelve (12) month period. This hold harmless provision will not apply to Class P Member Owner-Providers which accept capitation rates from the Company with respect to the Company's contract with Sunshine Health or enter into a value-based payment arrangement with the Company with respect to the Company's contract with Sunshine Health.

Section 4.12 Centene Commitments. The Class I Member commits to the following to the Class P Member:

(a) The Class I Member will provide concurrent access for the Class P Member to the public filings made by Centene Corporation with the Securities and Exchange Commission due to Centene Corporation's public company status.

(b) Centene Corporation and its Affiliates will not create another independent practice association for behavioral health in Florida in competition with the IPA.

(c) Centene Corporation and Sunshine Health will offer the IPA the right of first opportunity to partner with Centene Corporation and Sunshine Health on expansions of Medicaid Behavioral Health Services and other appropriate services in Florida. Such right of first opportunity will be documented in an agreement among Centene Corporation, Sunshine Health and the Class P Member concurrently with entering into this Agreement.

Section 4.13 Management/Administrative Services Agreement. The IPA will enter into the Management/Administrative Services Agreement with the management services organization subsidiary of Centene (the "MSO") to provide the IPA with an agreed set of

services in exchange for a management fee which includes both withholds and incentives payable by the IPA:

(a) Subject to the oversight by the Board of Managers, the CEO and decisions delegated to, the Clinical Operations Committee and the Finance Committee, manage the day-to-day business operations of the IPA.

(b) To the extent not performed by the CEO or his or her designee, negotiate the provider agreement between the IPA and Sunshine Health, which will include pass through downstream payments to the Member Affiliate participating providers.

(c) Submit encounters, billing, etc. on behalf of Member Affiliate participating providers to Sunshine Health or the other payors.

(d) Delegated credentialing.

(e) Practice Transformation support.

(f) IT support for the IPA.

(g) Other technical assistance (TBD)

The Management/Administrative Services Agreement will include informal dispute resolution processes, including progressive escalation of disputed issues to senior executives of the Member Affiliates and Centene for resolution. The Management/Administrative Services Agreement will continue in effect for so long as the Class I Member or another Class I Member Affiliate remains the owner of the Class I Units, and may not be terminated by the IPA except as set forth in the succeeding paragraph. In the event of breach in performance by the MSO, the IPA will be entitled to recoup damages from the MSO.

The IPA and the MSO will negotiate terms of the Management/Administrative Services Agreement to establish performance standards for the MSO to include, without limitation, standards for timely processing of claims and standards for appropriate operational performance. The Management/Administrative Services Agreement will include requirements for written notification to the MSO of any performance deficiencies and an opportunity for the MSO to cure any such deficiencies. The Management/Administrative Services Agreement will also provide that, in the event there is a notice of deficiencies to the MSO and a dispute as to whether the noted deficiencies have been cured, the matter shall be submitted to binding arbitration before the American Arbitration Association under their Commercial Arbitration Rules.

In the event that the arbitrator concludes that the MSO has materially failed to perform under the Management/Administrative Services Agreement, the MSO Agreement shall terminate and the options thereafter are as follows:

(i) the Class I Member remaining as an investor with Centene consenting to the substitution of another party selected by the IPA Board of Managers to provide management services; or

(ii) if Centene declines to consent to the substitution of another manager to provide management services, the Class P Member would have the option for a period of sixty (60) days to buy out the Class I Member's interest in the IPA at its then Discounted Appraised Value (as defined below), plus the repayment of all Preferred Debt or other loans made by Centene or any

Affiliate to the IPA and the Class P Member, following which buy-out management services shall be provided in any manner that the Class P Member may determine; or

(iii) if the Class P Member declines to buy out the Class I Member's interest during such sixty (60) day period, then the Class P Member will have the option for a period of an additional thirty (30) days to elect to require the Class I Member to purchase the Class P Member's interest in the IPA at an amount equal to the Calculated Equity Value (as defined below) multiplied by the Class P Member's IPA Percentage Interest at the time of determination of the Calculated Equity Value, with the product reduced by the outstanding principal balance and accrued interest on any loan made by Centene or any Affiliate to the Class P Member. The closing date would be thirty (30) days after the Class I Member receives the Class P Member's option exercise notice under this clause (iii).

For the avoidance of doubt, the IPA Percentage Interest of the Class I Member and the Class P Member may only be changed from the amounts set forth on Exhibit A by an amendment to this Agreement which has been approved by both Members.

The Calculated Equity Value of the IPA shall be determined by an independent appraiser with at least ten (10) years of experience valuing healthcare businesses such as the IPA (a "Qualified Appraiser") who is selected jointly by Centene and the Class P Member (or if no agreement is reached on a Qualified Appraiser by Centene and the Class P Member, then selected by the arbitrator from names of Qualified Appraisers submitted by Centene and the Class P Member). The appraisal shall reflect the fair market value of the equity of the IPA, determined on a discounted cash flow basis which reclassifies bonus payments to providers and bonus payments under the Management/Administrative Services Agreement as additions to the net income of the IPA, and without a minority interest discount or a marketability discount (the "Calculated Equity Value"). To determine the value of the Class I Member's interest in the IPA under this Section 4.13 (the "Discounted Appraised Value"), the Calculated Equity Value of the IPA shall be multiplied by the Class I Member's Percentage Interest, and shall be further multiplied by seventy-five percent (75%) to reflect a discount as full compensation to the Class P Member and the IPA for the deficiencies by the MSO determined by the arbitrator. The Parties agree to instruct the Qualified Appraiser to complete its work in a timely manner and in any event within thirty (30) days and issue its report jointly to Centene and the Class P Member. If the Qualified Appraiser's report is not received by the Class P Member and Centene at least twenty (20) business days before the end of the sixty (60) day option period in clause (ii), the end of such sixty (60) day option period (and if applicable, the start of the thirty (30) day option period in clause (iii)) shall be extended by one (1) business day for each business day that the Qualified Appraiser's report is late.

The Parties also agree that if the Class P Member exercises its put option right under clause (iii) above, the payment to the Class P Member with the formula price based on the Calculated Equity Value (instead of the Discounted Appraised Value) shall be deemed to include the full compensation to the Class P Member and the IPA for the deficiencies by the MSO determined by the arbitrator.

Section 4.14 Class P Member Owner-Provider Criteria. The Class P Member agrees that in order for any Class P Member Owner-Provider to acquire or retain equity ownership in the Class P Member, (i) the new Class P Member Owner-Provider must be approved by the Class I Member (except in the case of new Class P Member Owner-Providers subscribing during the initial equity offering by the Class P Member) and two-thirds (2/3rds) of the board of

managers of the Class P Member, and (ii) the following ownership criteria must be satisfied at all times or else the ownership interest of the Class P Member Owner-Provider no longer meeting such criteria shall be redeemed by the Class P Member:

(a) The Class P Member Owner-Provider must be a provider of community-based Behavioral Health Services, at minimum mental health services and treat chronic behavioral health issues;

(b) The Class P Member Owner-Provider must be an enrolled community mental health Medicaid provider;

(c) The Class P Member Owner-Provider must have an independent accreditation in good standing (e.g. The Joint Commission, CARF, COA);

(d) The Class P Member Owner-Provider must provide Behavioral Health Services within the state of Florida (although the primary place of business or administrative offices of the Member Affiliate may be located outside Florida);

(e) The Class P Member Owner-Provider must have entered into a Participation Agreement with the Company as described in Section 4.11;

(f) The Class P Member Owner-Provider must be a separate organization (no consortia or other network of providers may join the Class I Member collectively);

(g) The Class P Member Owner-Provider must commit to establish formal memorandum of understanding or referral relationships with physical health providers which are in the network of Sunshine Health or other applicable payors (unless the Class P Member Owner-Provider provides such physical health services itself);

(h) The Class P Member Owner-Provider must already have an electronic health records system certified by an organization accredited under the federal Office of the National Coordinator for Health IT (ONC) program criteria http://bit.ly/2F3UJ89 or have a certified electronic health records system in place not later than October 1, 2020; and

(i) The Class P Member Owner-Provider must commit to be a champion for the Company and be willing to recruit new prospective Class P Member Owner-Providers and new providers for the IPA Network.

Preference in the selection of new Class P Member Owner-Providers will be provided to prospective Class P Member Owner-Providers which are members of the Florida Council for Community Mental Health.

Each Class P Member Owner-Provider will provide notice to the Class P Member, the IPA Chair and the IPA CEO at least thirty (30) days prior to a sale, merger or other change of control transaction involving the Class P Member Owner-Provider. The Board of Managers will decide whether to approve the change of control transaction (thereby approving a new Class P Member Owner-Provider in the case of an asset sale or a new control person in the case of a stock purchase or merger) or alternatively to require the redemption of the ownership interest of the Class P Member Owner-Provider in the Class P Member in accordance with Section 7.2(c).

Each prospective Class P Member Owner-Provider shall provide notice to the Class P Member, prior to the time that such prospective Class P Member Owner-Provider is to become an equity owner of the Class P Member, of any contemplated sale, merger or other change of control transaction that the prospective Class P Member Owner-Provider expects to occur within six (6) months after becoming an equity owner in the Class P Member.

Section 4.15 Partition; No Interest in Company Property. No Member, nor any successor-in-interest to any Member, shall have the right to have the property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned, and each Member, on behalf of itself and its successors, Representatives and assigns, hereby irrevocably waives any such right. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company, and no Member individually shall have any interest in such property.

ARTICLE V
MANAGEMENT OF THE COMPANY

Section 5.1 Board of Managers. A Board of Managers of the Company (the "Board of Managers") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be elected to such position in accordance with the provisions set forth in Section 5.2. The full and entire management of the business and affairs of the Company shall be vested in the Board of Managers which shall have and may exercise all of the powers that may be exercised or performed by the Company. Except where the approval of the Members is expressly required by this Agreement or by any nonwaivable provision of the Act, the Board of Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

Section 5.2 Composition of the Board of Managers.

(a) Composition; Election. The number of voting Managers constituting the entire Board of Managers shall be between nine (9) and thirteen (13), which shall consist of: (i) six (6) to nine (9) Managers appointed by the holder of the Company's Class P Units (each, a "Class P Manager"), who shall be appointed (and be subject to removal) following the criteria set forth in Section 5.2(b); and (ii) three (3) to four (4) Managers who shall be appointed (and be subject to removal) by the holder of the Company's Class I Units (each, a "Class I Manager") who shall be appointed (and be subject to removal) following the criteria set forth in Section 5.2(c). The Executive Director of Florida Council for Community Mental Health will serve on the Board of Managers ex-officio as a non-voting Manager (the "FCCMH Manager"). The Class I Member and the Class P Member will exchange the rosters of their proposed appointees to the Board of Managers prior to formal appointment to allow the other Member to provide input regarding the proposed appointees, and specifically any perceived shortcomings in meeting the diversity or other criteria for serving on the Board of Managers.

(b) Class P Manager Criteria. In selecting the Class P Managers, the Class P Member will use its good faith reasonable efforts to select Class P Managers who meet the following criteria to the greatest extent possible with respect to geographic representation, provider size

and budget, population served, and services provided (and provided that the Class I Member will have the right to request the Class P Member to change Class P Managers if the group of Class P Managers appointed by the Class P Member is not representative of the foregoing criteria):

(i) At least seventy-five percent (75%) of Class P Managers shall be employed by or under contract with Class P Member Owner-Providers that offer both mental health and substance abuse services; and

(ii) At least two (2) Class P Managers' Member organizations must be able to represent Behavioral Health Services specifically serving children and youth.

(c) Class I Manager Criteria. For the first year, at least fifty percent (50%) of the Class I Managers will be individuals who served on the Coordinating Council.

(d) Voting Power. The Class P Managers and the Class I Managers will each collectively hold fifty percent (50%) of the voting power of the Board of Managers.

(e) Class I Managers: Voting and Non-Voting. The Class I Member may decide to have one Class I Manager or fewer than all of the Class I Managers exercise the voting power of the entire class of Class I Managers, thereby making the other Class I Managers non-voting positions. A non-voting Class I Manager may be designated by the Class I Member to serve as the Designated Alternate for the voting Class I Manager in the event of the unavailability of a voting Class I Manager.

(f) Terms of Managers. At least half of the initial Class P Managers and at least half of the initial Class I Managers will be appointed to three-year terms; the other Class P Managers and Class I Managers will be appointed to two-year terms. All subsequent terms for Class P Managers and Class I Managers will be three-year terms. There will be no limit on successive terms. Managers who are appointed to fill vacancies and newly created Managers, shall hold office until the next annual meeting of the Members and until their successors are appointed and qualified or until their earlier resignation or removal. The initial composition of the Board of Managers shall be as set forth on Exhibit C.

(g) Vacancies. Vacancies on the Board of Managers (whether by death, resignation, removal or otherwise) created by the departure of any: (i) Class P Manager shall be filled solely by a replacement Manager designated by the Class P Member; and (ii) Class I Manager shall be filled solely by a replacement Manager designated by the Class I Member; provided, however, that in the event a replacement Manager is not properly selected in accordance with the foregoing on or prior to the thirtieth (30th) day following the creation of the applicable vacancy on the Board of Managers, then the vacant position shall be filled by an individual designated by a majority of the remaining Managers then in office. Any Manager elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the vacancy and until such Manager's successor shall have been elected in accordance with Section 5.2(a) and qualified or such Manager's earlier death, resignation or removal.

(h) Resignation. A Manager may resign at any time from the Board of Managers by delivering a written resignation to the Board of Managers. Any such resignation shall be

effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board of Managers' acceptance of a resignation shall not be necessary to make it effective. Following the resignation of any Manager, such Manager shall be replaced in accordance with Section 5.2(g) of this Agreement.

(i) Removal. Any (i) Class P Manager may be removed from office at any time, with or without cause, by the Class P Member, (ii) Class I Manager may be removed from office at any time, with or without cause, by the Class I Member, (iii) a Class P Manager who together with the Class P Manager's Designated Alternate fails to satisfy the minimum attendance standards of Section 5.4(c) may be removed by action of the Class P Member or the Class I Member; and (iv) a Class I Manager who together with the Class I Manager's Designated Alternate fails to satisfy the minimum attendance standards of Section 5.4(c) may be removed by action of the Class P Member or the Class I Member. Any vacancies created pursuant to the removal of a Manager in accordance with the foregoing shall be filled in accordance with Section 5.2(g) of this Agreement.

(j) Designated Alternates. Each Manager is obligated to keep the Manager's Designated Alternate informed about issues at the Board of Managers.

Section 5.3 Compensation. Managers may be paid their expenses, if any, of attendance at each meeting of the Board of Managers. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like expense reimbursement for attending committee meetings.

Section 5.4 Procedural Matters Regarding the Board of Managers.

(a) Meetings. The Board of Managers will initially meet monthly to oversee implementation, build relationships and ensure continuity. The initial meeting of the Board of Managers will be held within twenty (20) business days after the date of this Agreement. Regular meetings of the Board of Managers may be held without notice at such times as may be determined from time to time by the Board of Managers. An annual meeting of the Board of Managers will be held to review high level accomplishments from the previous year and goals for the coming year. Special meetings of the Board of Managers may be called by or at the request of at Managers holding at least one-third of the total voting power of the whole Board of Managers on at least five (5) Business Days' notice to each Manager given by one of the means specified in Section 12.1 of this Agreement. These special meetings may be called as teleconference or web-based meetings. In the event of an emergency, meetings may be called by either the Chair or the IPA CEO upon one (1) Business Day's notice to each Manager. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(b) Place of Meetings. Meetings of the Board of Managers may be held at such place within the State of Florida (with the locations to be rotated across the state) as shall be stated in the notice of meeting or waiver thereof or, in the case of a regular meeting of the Board of Managers, as determined by the Board of Managers. Managers or their designated alternate must attend regular meetings of the Board of Managers in person. Any Manager or designated

alternate may participate in a special meeting or emergency meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

(c) Minimum Attendance. Attendance by Managers (or by a Manager's Designated Alternate) is expected in person, with commitment by the Manager or the Manager's Designated Alternate to participate in person in not less than seventy-five percent (75%) of the regular meetings of the Board of Managers in a calendar year (excluding any meetings scheduled as teleconference or web-based meetings or emergency meetings in calculating the in-person attendance percentage). Attendance by Managers (or by a Manager's Designated Alternate) is expected for not less than seventy-five percent (75%) of the meetings of the Board of Managers in a calendar year scheduled as teleconference or web-based meetings (excluding any emergency meetings in calculating the teleconference or web-based meeting attendance percentage). Failure to meet either of the minimum participation expectations may result in removal from the Board of Managers as provided in Section 5.2(i).

(d) Quorum. At all meetings of the Board of Managers, Managers representing two-thirds (2/3rds) of the voting power of the Class P Managers and two-thirds (2/3rds) of the voting power of the Class I Managers shall constitute a quorum for the transaction of business. At all times when the Board of Managers is conducting business at a meeting of the Board of Managers, a quorum of the Board of Managers must be present at such meeting or participating in such meeting as contemplated by Section 5.4(b). If a quorum shall not be present at any meeting of the Board of Managers, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Action by Supermajority Vote of Both Classes of Managers. Except as otherwise expressly required by this Agreement, including, without limitation, Section 5.7, the vote of two-thirds (2/3rds) of the voting power of the Class P Managers and two-thirds (2/3rds) of the voting power of the Class I Managers shall be the act of the Board of Managers.

(f) Action Without a Meeting. Notwithstanding anything herein to the contrary, any action of the Board of Managers may be taken without a meeting if (i) a written consent (which may be by facsimile, telecopy, electronic mail or other electronic transmission) of two-thirds (2/3rds) of the voting power of the Class P Managers and two-thirds (2/3rds) of the voting power of the Class I Managers approving such action is executed, provided that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken; or (ii) a written consent (which may be by facsimile, telecopy, electronic mail or other electronic transmission) constituting all of the Managers on the Board of Managers approving such action is executed. Such a written consent shall have the same force and effect as a vote at a meeting where a quorum was present.

Section 5.5 Committees.

(a) The Board of Managers will establish and appoint standing or special/ad hoc committees as it deems necessary from time to time. The voting power for all committees will be allocated fifty percent (50%) to Class P Member representatives and fifty percent (50%) to Class I Member representatives, although the actual number of persons serving on the committee

(with the exception of the Membership Review Committee) will be allocated two-thirds (2/3rds) to Class P Member representatives and one-third (1/3rd) to Class I Member representatives. All committees will have co-chairs comprised of Class P Member representatives and Class I Member representatives; at least one co-chair will be a member of the Board of Managers.

(b) The initial standing committees will include:

(i) Executive Committee consisting of the Officers, the FCCMH Manager and the IPA CEO;

(ii) Finance Committee, to be chaired by the Treasurer; and

(iii) Clinical Operations Committee.

(c) Other anticipated special/ad hoc committees will include:

(i) Implementation Committee;

(ii) MCO/IPA Planning Committee;

(iii) Membership Review Committee; and

(iv) Information Technology Committee

(d) The Board of Managers may also establish a Beneficiary Advisory Council comprised of up to ten (10) members that is representative of the membership served by the IPA Network in terms of current beneficiaries, former beneficiaries and geographically diverse.

(e) Committee charters will be developed and approved by the Board of Managers prior to the commencement of Company operations.

(i) Committees will be expected to meet monthly or as otherwise determined by the Board of Managers.

(ii) Committee will be comprised of no more than twelve (12) members per committee with six (6) votes each for Class P Member Owner-Providers and the Class I Member, including co-chairs.

(iii) Committees will have co-chairs, one being a Class P Member representative and one being a Class I Member representative.

(iv) Face-to-face attendance by the committee member (or a Designated Alternate) is expected for at least seventy-five percent (75%) of meetings which are designated as in-person meetings on an annual basis (excluding meetings scheduled as teleconference or web-based meetings or emergency meetings in calculating the in person percentage). Location will be rotated. If a committee member does not meet participation requirements, the committee member may be removed by either the Class P Member or the Class I Member.

(v) In the event a committee member cannot attend a committee meeting in person, a Designated Alternate may attend. Each committee members will designate a single Designated Alternate in advance; each committee member is required to keep the committee member's Designated Alternate informed about committee issues.

(vi) Unless the Board of Managers provides otherwise, at all meetings of such committee, a majority of the voting power of the committee shall constitute a quorum for the transaction of business, and the vote of an absolute majority of the voting power of the committee present at any meeting at which there is a quorum shall be the act of the committee.

(vii) Each committee shall keep regular minutes of its meetings.

(viii) Unless the Board of Managers provides otherwise, each committee designated by the Board of Managers may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Managers conducts its business pursuant to this Article V.

(ix) If a quorum is not reached at a specific meeting, votes may take place electronically.

(x) If needed, teleconference or web-based meetings may be called with at a minimum five (5) Business Days' notice. Committee members will be expected to attend at least seventy-five percent (75%) of teleconference or web-based meetings in a calendar year (excluding any emergency meetings in calculating the teleconference or web-based meeting attendance percentage). Failure to meet participation expectations may result in removal from the committee.

(xi) In the event of an emergency, meetings may be called by either committee co-chair upon one (1) Business Day's notice.

(xii) Certain governance decisions (to be determined by resolution adopted by the Board of Managers) may be delegated by the Board of Managers to either the Clinical Operations Committee or the Finance Committee for binding action.

(xiii) The Membership Review Committee will be comprised of three (3) Class P Member representatives and one (1) Class I Member representative. The Membership Review Committee will act by majority vote of the Class P Member representatives on the Membership Review Committee plus the approval of the Class I Member representative on the Membership Review Committee. The Membership Review Committee will meet semi-annually if needed. The Membership Review Committee will review the application and materials submitted by the prospective Class P Member Owner-Provider (including recommendation by two (2) existing Member Affiliates of the Class P Member) and requests to interview or decline (application and required materials to be developed separately). Criteria to be considered by the Membership Review Committee shall include IPA Network needs (e.g., fill service gaps; improve quality; offer unique services; and equity growth). The Membership Review Committee will make a recommendation to IPA Board of Managers of: (a) Class P Member Owner-Provider applicant approval, (b) Class P Member Owner-Provider applicant rejection, or (c) approval of a Class P Member Owner-

Provider applicant for contracted provider only status in the IPA Network. The Board of Managers will provide written decision to the applicant within 10 Business Days. If the Membership Review Committee fails to move the applicant forward to the Board of Managers, the Class P Member Owner-Provider applicant may appeal in writing to the IPA CEO within thirty (30) days of notice, and submit additional materials and written information to be considered by the Board of Managers which must respond within forty-five (45) days thereafter

Section 5.6 Officers.

(a) The Officers of the IPA will consist of a Chair, Vice-Chair, Treasurer and Secretary (the "Officers"). Officers will serve for two-year terms. There will be no limit of successive terms. Officers will be allocated equally between Class P Member representatives and Class I Member representatives, and will be appointed as follows:

(i) The Class P Member and the Class I Member will each offer a proposed Officer slate (two Officers must come from Class P Member representatives and two Officers must come from Class I Member representatives)

(ii) If needed due to vacancy or term expiration, the Board of Managers will elect Officers at the annual meeting of the Board of Managers.

(iii) Class P Member representatives will hold the positions of Chair and Secretary; Class I Member representatives will hold the positions of Vice-Chair and Treasurer.

In the event an Officer position is vacated during a term the new Officer appointed by either the Class P Member or the Class I Member depending upon whose representative is no longer an Officer will be presented and approved by the Board of Managers at their next meeting or as soon thereafter as is practical.

(b) The Board of Managers may delegate to such Officers such power and authority as the Board of Managers deems advisable. The Officers shall be subject to the general supervision and control of the Board of Managers and shall carry out the policy decisions made by the Board of Managers, and shall report to the Board of Managers on the operations of the Company or any other matters as the Board of Managers may request. Each Officer shall hold office until his successor is designated by the Board of Managers or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board of Managers. Any Officer may be removed by the Board of Managers with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled as provided in Section 5.6(a).

(c) Chair. The Chair of the Company (the "Chair") shall preside over meetings of the Board of Managers shall have such other duties as may be from time to time assigned to the Chair by the Board of Managers or pursuant to this Agreement.

(d) Vice-Chair. The Vice-Chair of the Company (the "Vice-Chair") shall preside over meetings of the Board of Managers in the absence of the Chair and shall have such other duties as may be from time to time assigned to the Vice-Chair by the Board of Managers or pursuant to this Agreement.

(e) Secretary. The secretary of the Company (the "Secretary") shall attend all sessions of the Board of Managers and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and meetings of the Board of Managers. In addition to the foregoing, the Secretary shall have the general powers and duties usually vested in the office of secretary of a corporation and shall have such other powers and perform such other duties as may be specifically prescribed from time to time by the Board of Managers or pursuant to this Agreement.

(f) Treasurer. The treasurer of the Company (the "Treasurer") shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records with respect to all bank accounts, deposit accounts, cash management accounts and other investment and financial accounts of the Company. The books of account shall at all reasonable times be open to inspection by the Board of Managers. In addition to the foregoing, the Treasurer shall have the general powers and duties usually vested in the office of treasurer of a corporation and shall have such other powers and perform such other duties as may be specifically prescribed from time to time by the Board of Managers or pursuant to this Agreement.

Section 5.7 Approval of the Board of Managers. In addition to such authorizations or approvals by the Board of Managers or the Members as may be required by applicable Law or any other provisions of this Agreement, the Company may not take any of the following actions, or enter into any arrangement or contract to do any of the following actions, without first receiving approval of the Board of Managers:

(a) Subject to the powers reserved to the Members in Section 5.8 to approve changes to this Agreement, amendment of this Agreement or other Governing Documents of the Company;

(b) Involuntary termination of a Class P Member Owner-Provider as a participating provider in the IPA (and consequently as a Class P Member Owner-Provider);

(c) Approval of a new Class P Member Owner-Provider;

(d) Termination of major agreements of the IPA;

(e) Appointment, removal and decision to extend the term of service of the IPA CEO;

(f) Approval of the marketing and communications plan for the IPA Network;

(g) Approval of ownership criteria for the IPA and/or the Class P Member;

(h) Approval and amendment of operating and capital budgets for the Company;

(i) Approval of Participation Agreements for the IPA Network;

(j) Approval of IPA contracts with Sunshine Health and other MCOs;

(k) Approval of the definition and eligibility criteria for target beneficiary population clinical model, new processes, workflows, performance metrics and practice transformation support plans (all as recommended to the Board of Managers by the Clinical Operations Committee);

(l) Approval of the care management model;

(m) Except as contemplated by this Agreement, approval of any agreement or arrangement (i) with any Member or its Member Affiliate; or (ii) with or for the direct or indirect benefit of any officer, director, employee or consultant of the Company, or any members of their immediate families, or any Affiliate thereof, other than for employment contracts, reimbursement or payment of business expenses, or advances made in the ordinary course of business, in each case, consistent in nature, scope and magnitude with past practice;

(n) change the principal business of the Company or enter into new lines of business that are materially different from the Company's principal business;

(o) except as provided for under Article VI of this Agreement, issue, grant, deliver or sell or authorize the issuance, grant, delivery or sale of any Membership Units or other Equity Interests of the Company or investment interests convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such Membership Units or other Equity Interests of the Company or other convertible securities;

(p) except as expressly authorized under the provisions of this Agreement, enter into or effect any transaction or series of related transactions involving the repurchase, redemption or other acquisition of Membership Units from any Person;

(q) except as provided for under Article VI of this Agreement, initiate or consummate any recapitalization, split or combination of Membership Units, dividend of Membership Units or similar restructuring, including the creation and issuance of any new classes or series of Membership Units or any options, warrants or rights convertible into or exercisable or exchangeable for any Membership Units;

(r) permit or approve the Transfer of Membership Units from a Person holding such Membership Units to another Person (provided that any approval to be granted by the Class P Member must be approved by Class P Member Owner-Providers holding at least eighty percent (80%) of the Equity Interests in the Class P Member), except that approval of the Board of Managers is not required for a Transfer of Membership Units permitted by Section 7.1(b)(i);

(s) dissolve, wind-up or liquidate the Company prior to the expiration of its term; or

(t) commit to, or agree (in writing or otherwise) to take, any of the actions described above.

In addition, no health plan may become the owner of an Equity Interest in the Class P Member without prior written consent of the Class I Managers.

In the event of deadlock by the Board of Managers on an issue that either two-thirds (2/3rds) of the voting power of the Class P Managers or two-thirds (2/3rds) of the voting power of the Class I Managers certifies as a Fundamental Issue within thirty (30) days of the deadlock, the parties will pursue the following steps to attempt to resolve the deadlock over the Fundamental Issue: (i) first, a discussion of the Fundamental Issue by the Executive Committee with no lawyers or other advisors present for a period of up to fifteen (15) Business Days followed by a mandatory re-vote by the Board of Managers at their next meeting following the discussions; (ii) mandatory mediation as provided under the Dispute Resolution Procedures attached as Exhibit D; and (iii) if mediation does not resolve the deadlock over the Fundamental Issue, then (A) if the matter involves a legal dispute regarding potential breaches of one of the Company's governing documents or other contracts between the Company and a Member or an Affiliate, then the matter will be submitted to binding arbitration before the American Arbitration Association under their Commercial Arbitration Rules in lieu of the dissolution remedy, but (B) if the dispute is not subject to arbitration, then a vote of either two-thirds (2/3rds) of the voting power of the Class P Managers or two-thirds (2/3rds) of the voting power of the Class I Managers may initiate the dissolution of the Company at the earliest date that would not cause the Company to be in breach or default of the Company's contract with Sunshine Health or any other Medicaid managed care organization as the result of the Company's dissolution.

If the dissolution remedy is invoked by the vote of a Class of Managers, the Members will explore in good faith a fair market value buy-out of the Member whose Managers invoked the dissolution provision by the other Member, including the Membership Interest and rights under ancillary contracts such as the Management/Administrative Services Agreement.

Section 5.8 Approval of the Members. Certain actions or decisions by the Company will require the prior approval of the Members. Powers reserved to the Members include the following:

(a) Amendment of the voting or quorum provisions of this Agreement, which will require approval of eighty percent (80%) of the voting power of the Members (with the Class P Member obtaining approval of the Class P Member Owner-Providers holding at least eighty percent (80%) of the Equity Interests in the Class P Member); and

(b) Approval of capital calls, which will require approval of eighty percent (80%) of the voting power of the Members (with the Class P Member obtaining approval of the Class P Member Owner-Providers holding at least eighty percent (80%) of the Equity Interests in the Class P Member).

Section 5.9 Liability of Managers. Except as otherwise provided by applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager and/or a member of the Board of Managers.

ARTICLE VI
CAPITAL CONTRIBUTIONS

Section 6.1 Initial Capital Contributions. The Members have, as of the date hereof, made Capital Contributions of the type and in the amounts set forth on Exhibit A to this Agreement (collectively, the "Initial Contributions" and each an "Initial Contribution"). In exchange for the Initial Contributions, the Members have been issued Common Units of such classes and in such amounts as set forth on Exhibit A to this Agreement.

Section 6.2 Additional Capital Contributions. If at any time and from time, the Members by the vote specified in Section 5.8(b) makes a good faith determination that the Company is in need of additional equity capital from the Company in order to: (a) fund operating losses incurred by the Company; or (b) pay any additional operating, capital or other expenses of the Company, then the Board of Managers shall provide written notice to the Members (an "Additional Contribution Notice"). Any such Additional Contribution Notice shall identify: (i) the amount of funds being requested (the "Additional Contribution Amount"); and (ii) the date on which such funds are to be contributed to the Company (provided that such date shall be at least ten (10) Business Days following the Members' receipt of the Additional Contribution Notice). Subject to the remaining provisions set forth in this Article VI, upon receipt of an Additional Contribution Notice, each Member shall, at the time specified in the Additional Contribution Notice, make a contribution to the Company in an amount equal to the product of such Member's Percentage Interest multiplied by the Additional Contribution Amount (for each Member, an "Additional Contribution" and collectively, the "Additional Contributions") in exchange for additional Common Units of the same class then held by the Member.

Section 6.3 Failure to Make Contributions.

(a) If a Member (the "Delinquent Member") does not make, whether in whole or in part, any Additional Contribution (a "Contribution Deficiency" and the dollar amount of any such Contribution Deficiency, the "Deficiency Amount"), then the other Member (the "Non-Delinquent Member") shall receive a return of the Non-Delinquent Member's Additional Contribution equal to the Deficiency Amount (the "Returned Contribution"); the Non-Delinquent Member may elect to make a loan by the Member to the Company (the "Preferred Debt") in the amount equal to the sum of the Deficiency Amount and the Returned Contribution.

(b) The Preferred Debt shall be repaid to such Contributing Member in full, with interest at a floating rate equal to the Three (3)-Month USD LIBOR plus eight hundred basis

points (8.00%). Until such time as the Contributing Member shall have been repaid any and all Preferred Debt (including any interest payable in connection therewith) in full, the Members shall not be entitled to the receipt of any distributions of any kind from the Company with respect to the Common Units, and all such distributions which the holders of the Common Units would have otherwise been entitled shall be paid to the Contributing Member in satisfaction of such Preferred Debt.

Section 6.4 Return of Capital Contributions. No Member shall be entitled to a discretionary or elective return or withdrawal of any Capital Contributions made by such Member. Except as otherwise provided in this Agreement, no Member shall be entitled at any time to demand or receive assets or property other than cash.

ARTICLE VII
TRANSFER OF MEMBERSHIP UNITS

Section 7.1 General Restrictions on Transfer.

(a) Except as otherwise permitted pursuant to Section 7.1(b), no Member shall Transfer or attempt to Transfer all or any portion of its Membership Units, or any rights with respect to its Membership Units.

(b) The restriction set forth in Section 7.1(a) shall not apply to the following Transfers of Membership Units by a Member (each of which shall be deemed to constitute a "Permitted Transfer" and each Transferee of a Permitted Transfer of Membership Units shall be referred to herein as a "Permitted Transferee"): (i) any Transfer of Membership Units by a Member to any of its pre-Transfer Affiliates; and (ii) any Transfer of Membership Units approved in advance in accordance with Section 5.7(r); provided, however, that any such Permitted Transfer shall remain subject to the requirements set forth in Section 7.2.

Subject to the terms hereof, a Permitted Transferee of a Member shall be substituted for and shall enjoy the same rights and be subject to the same obligations as the transferring Member hereunder with respect to the Membership Units Transferred to such Permitted Transferee.

(c) Any Transfer or attempted Transfer of any Membership Units in violation of this Agreement shall be null and void and shall constitute a breach of this Agreement by the purported Transferor. In addition to the foregoing, (i) the non-breaching Party shall have the option for a period of one (1) year to purchase the Membership Units of the breaching Party from the Transferor or the Transferee for appraised fair market value in accordance with an independent valuation firm experience in healthcare industry valuations, the cost of which valuation shall be borne equally by the breaching Party and the non-breaching Party, and (ii) no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of the applicable Membership Units.

Section 7.2 Conditions to Transfer. Notwithstanding anything contained herein to the contrary, in no event shall any Transfer of Membership Units (to the extent permitted in accordance with the provisions of this Agreement) be completed, effective and/or recognized by the Company for any purposes unless the following conditions are satisfied prior to such Transfer:

(a) the Transferee shall have executed and delivered to the Company a written undertaking substantially in the form of Exhibit B (a "Joinder Agreement") attached hereto, pursuant to which such Transferee agrees: (i) to be bound by the terms and conditions of this Agreement; and (ii) that the Membership Units acquired by it shall be subject to the provisions of this Agreement, and the Transferee shall provide duly executed copies of any and all certificates, instruments and documents as the Company may reasonably request;

(b) all necessary consents and authorizations with respect to the Transfer shall have been obtained and evidence thereof shall have been provided to the Company;

(c) such Transfer shall not: (i) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Transferor, Transferee or the Company or any of its Subsidiaries; or (ii) conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any material contract or Permit to which the Company or any of its Subsidiaries are a party or by which the Company or any of its Subsidiaries are bound;

(d) such Transfer shall not violate any Securities Laws applicable to the Transferor, Transferee or the Company or the Membership Units to be Transferred; and

(e) such Transfer shall not, as determined by the Board of Managers, have the effect of requiring the Company to, upon the consummation of such Transfer, register the Membership Units under Section 12(g) of the Exchange Act.

Section 7.3 Termination/Withdrawal.

(a) No Member or Class P Member Owner-Provider may voluntarily withdraw its Membership Interest in the Company (or in the case of a Class P Member Owner-Provider, the Class P Member) within the first three (3) years of operations.

(b) A Member or Class P Member Owner-Provider is mandatorily obligated to withdraw from the Company (or in the case of a Class P Member Owner-Provider, the Class P Member) and surrender its Membership Interest in the event that (i) the Member, its parent organization or the Class P Member Owner-Provider, as applicable, has been excluded, suspended or debarred from participation in Medicare, Medicaid or any federal healthcare program; or (ii) an executive officer or board director of the Member, its parent organization or the Class P Member Owner-Provider, as applicable, is convicted of a felony or crime involving dishonesty or an act or behavior that gravely violates the accepted standards of the healthcare industry or the broader community that could put the IPA at reputational or perceived risk in any jurisdiction.

(c) A Class P Member Owner-Provider shall withdraw from the Class P Member and surrender its Membership Interest upon request by the Company following a Change of Control. For purposes hereof, a "Change of Control" shall mean the sale of all or substantially all assets of a Class P Member Owner-Provider to another Entity; merger of a Class P Member Owner-Provider into another Entity; or the transfer of a majority of the Class P Member Owner-Provider's Equity Interests or voting control to another Entity.

(d) In the event of a voluntary withdrawal of a Member from the Company or a Class P Member Owner-Provider from its Member, as applicable, or the occurrence of an event described in Section 7.3(b) or Section 7.3(c), the redemption price will be zero if (a) the withdrawal occurs prior to the third (3rd) anniversary of the IPA's operations or (b) redemption occurs following an adverse termination event described in Section 7.3(b). If (i) voluntary withdrawal or (ii) redemption occurs following a Change of Control event described in Section 7.3(c) happens on or after the third (3rd) anniversary of the IPA's operations, the redemption price will be the fair market value of the Membership Interest and shall be payable by the Company in annual or monthly installments over the period of no more than seven (7) years commencing on the date of termination or such other period as agreed to by the Board of Managers. The Board of Managers will have the power to extend the repayment period to preserve the solvency of the IPA and/or the Class P Member in the event that multiple Class P Member Owner-Provider redemptions occur with overlapping repayment periods. The unpaid balance of the redemption price shall bear interest at a fixed rate equal to the prime rate published in *The Wall Street Journal* "Money Rates" column on the Termination Date.

(e) A Class P Member Owner-Provider which has voluntarily withdrawn may not apply for readmission as a Class P Member Owner-Provider for eighteen (18) months unless such application is approved by the Board of Managers.

ARTICLE VIII
DISTRIBUTIONS

Section 8.1 Distributions. Subject to Section 8.2 of this Agreement, the Board of Managers shall have sole discretion regarding the amounts and timing of distributions of available cash to the Members, including to decide to forego payment of such distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies). Any distribution authorized by the Board of Managers in accordance with this Section 8.1 shall be made to the Members in the following manner: (a) first, towards the payment and satisfaction of any Preferred Obligations which remain outstanding as of the date of such distribution; and (b) second, after payment of all amounts required to satisfy Section 8.1(a) in full, to each Member pro rata in proportion to their respective Percentage Interests.

Section 8.2 Limitations on Distributions. Notwithstanding anything to the contrary in this Article VIII, the Company shall not make any distribution to the Members, and no Member shall be entitled to receive any such distribution to the extent that, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of Members whose preferential rights are superior to those receiving the distribution, if any.

ARTICLE IX
NET PROFITS, NET LOSSES AND DISTRIBUTIONS

Section 9.1 Sharing of Net Profits and Net Losses. The Net Profits and Net Losses of the Company shall be credited and charged to the Members in their Percentage Interests. No Member shall be allocated any Net Losses for any year to the extent that the allocation would, as of the end of the year, create or increase a deficit in the Member's Capital Account, after it has been reduced for any items of loss or expense described in Section 1.704-1(b)(2)(ii)(d) (4), (5) or (6) of the Treasury Regulations and increased for the Member's share of minimum gain, determined in accordance with Section 1.704-2(g)(2) of the Treasury Regulations ("Deficit Member"). Net Losses which are not charged to a Deficit Member as a result of the foregoing shall be allocated to the Capital Accounts of Members which would not have a deficit Capital Account as a result of the allocation, in proportion to their respective positive Capital Account balances or, if no such Members exist, then to the Members in accordance with their Percentage Interests. If any Net Losses are so allocated to a Member, that Member subsequently shall be allocated all Net Profits which would otherwise have been allocated to a Deficit Member but for this sentence, until the aggregate amount of Net Profits so allocated equals the aggregate amount of Net Losses allocated to the Member pursuant to the preceding sentence.

Section 9.2 Qualified Income Offset. If a Member unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for the year) shall be specially allocated to the Member in an amount and manner sufficient to eliminate the deficit balance in the Member's Capital Account as quickly as practicable. This provision is intended to constitute a "qualified income offset" under Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

Section 9.3 Minimum Gain Chargeback. If there is a net decrease in Company minimum gain in any year, each Member will be allocated items of income and gain for the year equal to that Member's share of the "net decrease in Partnership minimum gain" (within the meaning of Treasury Regulation Section 1.704-2(g)(2)). The amount of the Company's minimum gain shall be determined as provided in Treasury Regulation Section 1.704-2(d), and a Member's share of Company minimum gain shall be determined as provided in Treasury Regulation Section 1.704-2(g)(2). This provision is intended to comply with the minimum gain chargeback provisions of Treasury Regulation Section 1.704-2(f).

Section 9.4 Distributions In Kind. If there is a distribution of property in kind, the distributed property shall be treated as if sold for its fair market value during the year in which the property is distributed, as reasonably determined by the Board of Managers, and the Capital Accounts of the Members shall be adjusted to reflect any gain or loss which would have been realized on the books of the Company had the property been sold for its fair market value and the proceeds received. This provision applies regardless of whether the distributions are liquidating or nonliquidating.

Section 9.5 Liquidating Distributions. Any liquidating distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

Section 9.6 Deficit Capital Account Balances. Upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit

Capital Account (after giving effect to all Capital Account adjustments for all taxable years), the Member will not have any obligation to make a contribution to the capital of the Company, and the negative balance of the Member's Capital Account will not be considered a debt of the Member to the Company or to any other person.

Section 9.7 Section 754 Election. If an interest in the Company is transferred, or distribution of Company property is made to a Member, the Company may, in the discretion of the Board of Managers, file an election pursuant to Section 754 of the Code to cause the basis of Company property to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Code. The transferee Member shall reimburse the Company for all accounting expenses incurred by the Company as a result of such election.

Section 9.8 Other Tax Elections. The Board of Managers will determine and approve any Tax elections to be made by the Company in connection with its federal or state income tax returns.

Section 9.9 Partnership Tax Audit Provisions.

(a) Centene Management Company, LLC shall be designated as the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code and any similar capacity under any similar or analogous state, local, or non-U.S. law (in such capacity, the "Partnership Representative"), and shall have all of the powers and responsibilities of such position including the power to file for administrative adjustments pursuant to Section 6227 of the Code. Centene Management Company, LLC may resign its position as Partnership Representative upon thirty (30) days' written notice to the Company. In the event of such resignation, the Members shall jointly appoint a successor Partnership Representative.

(b) The Partnership Representative shall have the authority to designate the individual within its organization who shall serve as the "designated individual" within the meaning of Proposed Treasury Regulation Section 301.6223-1 or its successor regulation (the "Designated Individual").

(c) To the extent there are any examinations of the affairs of the Company by any federal, state or local tax authorities, including any resulting administrative and judicial proceedings (any such examination or proceeding, a "Tax Proceeding") that results in taxes, fees, or other charges (including imputed underpayments) that the Company determines must be withheld and/or remitted to a tax authority ("Underpayments"), the Company shall either make an election pursuant to Section 6226 of the Code, or if an election pursuant to Section 6226 of the Code has not been made, then the Company and/or the Partnership Representative, as applicable, shall use reasonable efforts to seek any available reduction in an imputed underpayment imposed on the Company based on a Member's or a Member's beneficial owner's status as an organization exempt from federal income tax under Section 501(c)(3) of the Code. When determining the amount of any such Underpayments that should be allocated to such Member, the benefit of any such reduction in an imputed underpayment imposed on the Company based on a Member's or a Member's beneficial owner's status as an organization exempt from federal income tax under Section 501(c)(3) of the Code, and any expenses incurred by the Company in attempting to pursue such reduction in an imputed underpayment, shall be specially allocated to such Member or Members. Such special allocations shall override any other allocation required by Section 9.1.

(d) If the Company incurs any obligation to pay any amount in respect of taxes or the amount of cash or other property to which the Company otherwise would be entitled is reduced as a result of any amount in respect of taxes, attributable in each case, in the Board of Managers' determination, to any Member or former Member ("Tax Liability"), the Board shall take such steps as the Board of Managers determines to be appropriate to ensure that the economic burden of such Tax Liability is borne by the Member or former Member to which such Tax Liability is attributable. Without limiting the generality of the foregoing, the Board of Managers may require a Member (or former Member) to pay to the Company the amount of any Tax Liability (or portion thereof) attributable to such Member (or former Member), together with interest at a variable rate equal to the prime rate published in *The Wall Street Journal* "Money Rates" column plus two hundred (200) basis points. Such Member (or former Member) or any successor or assignee with respect to such Member's (or former Member's) interest hereby indemnifies and agrees to hold harmless the other Members and the Company for such amounts.

(e) Neither the Partnership Representative nor the Designated Individual shall have any liability to the Company or any Member for Losses arising from or alleged to have arisen from any act or omission of the Partnership Representative or the Designated Individual in that capacity, other than for Losses involving fraud, willful misconduct, matters outside the scope of authority of the Partnership Representative or the Designated Individual, an intentional or grossly negligent breach of this Section 9.9, or failure to follow a legal written directive of the Board of Managers (collectively, "PR Misconduct"). The Partnership Representative and the Designated Individual shall be defended, indemnified and held harmless by the Company in respect of all Losses arising or alleged to have arisen from actions and omissions of the Partnership Representative or the Designated Individual not constituting PR Misconduct, to the maximum extent permitted by law. All legal fees, accounting fees, and other reasonable fees and expenses incurred by the Partnership Representative or the Designated Individual in fulfilling his, her or its obligations under this Section 9.9 shall be paid by the Company. In no event shall the Partnership Representative or the Designated Individual have any liability to the Company or any Member for any action taken or not taken in accordance with a written directive given by the Board of Managers.

(f) Each Member's obligations to comply with the requirements of this Section 9.9 shall, to the fullest extent permitted by applicable law, survive the Member's ceasing to be a Member of the Company and/or the termination, winding up, liquidation and dissolution of the Company, shall not be limited by any other provision of this Agreement and shall apply regardless of whether a Tax Liability arises pursuant to applicable law currently in effect or as a result of future changes in, or changes in the interpretation of, applicable law.

ARTICLE X
DUTIES; EXCULPATION AND INDEMNIFICATION

Section 10.1 Duties of Managers. Each Manager shall owe such duty of loyalty and due care to the Company to the same extent as is required of a director of a Delaware corporation under the DGCL and any other applicable Delaware Law, and shall discharge such Manager's duties in good faith with the care an ordinary prudent Person in like position would exercise under similar circumstances and in a manner such Manager reasonably believes to be in the best interests of the Company. In so acting, each Manager shall enjoy any and all protections to the same extent afforded to the directors of a Delaware corporation under the DGCL and any other

applicable Delaware Law, including without limitation those afforded by the business judgment rule and the presumptions afforded thereby and the limitation on personal liability to the maximum extent permitted by Section 102(b)(7) of the DGCL as if the provisions thereof were set forth in this Agreement.

Section 10.2 Exculpation. No Member, Manager or Officer of the Company (each a "Company Party") shall be liable to the Company or to any Member for any Losses arising from, related to, or in connection with, this Agreement or the business or affairs of the Company, except for any such Losses as are determined by final judgment of a court of competent jurisdiction to have resulted from (a) actions taken by such Company Party that are outside the scope of such Company Party's duties and authority; or (b) such Company Party's gross negligence, intentional misconduct, knowing violation of Law, or breach of the provisions of Section 10.1 (as applicable) or any of the other provisions of this Agreement.

Section 10.3 Indemnification.

(a) The Members agree and direct that the Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that such Person is or was or has agreed to become a Member, Manager or Officer of the Company, or the Partnership Representative or the Designated Individual, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and other expenses (including attorneys' fees) ("Expenses"), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding and any appeal thereof if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that a Person did not act in good faith and in a manner which such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful. For purposes of this Section 10.3, "serving or has agreed to serve at the request of the Company as a director or officer of another limited liability company, corporation, partnership, joint venture, trust or other enterprise" shall include any service by a Member, Manager or Officer of the Company as a director, officer, employee, agent or fiduciary of such other corporation, partnership, joint venture, trust or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Company or any such other enterprise.

(b) The Members agree and direct that the Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was or has agreed to become a Member, Manager or Officer of the Company, or the Partnership Representative or the Designated Individual, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another limited

liability company, corporation, partnership, joint venture, trust or other enterprise or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by such Person in connection with the investigation, defense or settlement of such action or suit and any appeal thereof if such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such Expenses which the Court of Chancery of Delaware or such other court shall deem proper.

(c) To the extent that any Person referred to in Section 10.3(a) or Section 10.3(b) has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in Section 10.3(a) or Section 10.3(b) or in defense of any claim, issue or matter therein, such Person shall be indemnified against Expenses actually and reasonably incurred by such Person in connection therewith.

(d) Any indemnification of a Person under Section 10.3(a) or Section 10.3(b) (unless ordered by a court of competent jurisdiction) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because such Person has met the applicable standard of conduct set forth in Section 10.3(a) or Section 10.3(b) (as applicable). Such determination shall be made (i) by the Board of Managers by a majority vote of a quorum consisting of Managers who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested Manager so directs, by independent legal counsel in a written opinion, or (iii) by the Members.

(e) The Members agree and direct that Expenses incurred by a Person eligible to be indemnified under Section 10.3(a) or Section 10.3(b) while defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding and appeal upon receipt by the Company of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company.

(f) The determination of the entitlement of any Person to indemnification under Section 10.3(a), Section 10.3(b) or Section 10.3(c) or to advancement of Expenses under Section 10.3(e) shall be made promptly, and in any event within thirty (30) days after the Company has received a written request for payment from or on behalf such Person and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said thirty (30) days or if payment has not been made within ten (10) days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this Section 10.3 shall be enforceable by or on behalf of such Person in any court of competent jurisdiction. In addition to the other amounts due under this Section 10.3, Expenses incurred by or on behalf of a Person in successfully establishing their right to indemnification or advancement of Expenses under this Section 10.3, whether in whole or in part, in any such action (or settlement thereof) shall be paid by the Company.

(g) The indemnification and advancement of Expenses provided by this Section 10.3 shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of Expenses may be entitled under any law (common or statutory), agreement or otherwise, both as to action in such Person's official capacity and as to action in another capacity while holding such office, or while employed by or acting as a Member, Manager or Officer of the Company, or as the Partnership Representative or the Designated Individual, or as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and shall continue as to any Person who has ceased to be a Member, Manager or Officer, or as the Partnership Representative or the Designated Individual, and shall inure to the benefit of the successors, heirs, executors and administrators of such Person.

(h) All rights to indemnification and advancement of Expenses provided by this Section 10.3 shall be deemed to be a contract between the Company and each Member, Manager or Officer of the Company who serves, served or has agreed to serve in such capacity, or at the request of the Company as director or officer of another corporation, partnership, joint venture, trust or other enterprise, at any time while this Section 10.3 is in effect, and any repeal or modification of this Section 10.3 shall not in any way diminish any rights to indemnification of or advancement of Expenses to any such Member, Manager or Officer of the Company or the obligations of the Company with respect thereto.

Section 10.4 Extension of Indemnity. The Board of Managers may, by resolution, extend the provisions of Section 10.3 pertaining to indemnification and advancement of Expenses to any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was or has agreed to become an employee, agent or fiduciary of the Company or is or was serving or has agreed to serve at the request of the Company as a director, officer, employee, agent or fiduciary of another limited liability company, corporation, partnership, joint venture, trust or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the Company or any such other enterprise.

Section 10.5 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was or has agreed to become a Manager or Officer of the Company, or is or was serving or has agreed to serve at the request of the Company as a director or officer of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him/her against such liability under the provisions of Section 10.3.

ARTICLE XI
DISSOLUTION; LIQUIDATION

Section 11.1 Dissolution. The Company shall continue in full force and effect in perpetuity, except that the Company shall be dissolved and its affairs wound up prior to such date upon the first to occur of the following events (each, an "Event of Dissolution"):

(a) the approval by all Members by execution of a unanimous written consent;

(b) upon the approval of the Board of Managers;

(c) upon the expiration of the term of the Company as specified in Section 2.6;

(d) in the event that the initial IPA Network contract between the Company and Sunshine Health is not entered into by May 31, 2020, or such later date (but not later than July 31, 2020) as may be approved by the Board of Managers;

(e) upon the occurrence of any of the events set forth in Section 18-801 of the Act; or

(f) at any time there are not at least two (2) Members.

Section 11.2 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the Event of Dissolution described in Section 11.1 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.3 and the certificate of cancellation shall have been filed as provided in Section 11.4.

Section 11.3 Liquidation. If the Company is dissolved pursuant to Section 11.1, the Company shall be liquidated and its business and affairs wound up in accordance with the Act and the following provisions:

(a) Liquidator. The Board of Managers, or, if the Board of Managers is unable to do so, a Person selected by the Board of Managers, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a nationally recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation ("Liquidation Proceeds") in the following order of priority, unless otherwise required by mandatory provisions of applicable Law:

(i) *First,* to the payment of all of the Company's debts and liabilities (including, without limitation, any Preferred Debt) to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *Second,* if Liquidation Proceeds remain after payment of all amounts required to satisfy Section 11.3(c)(i), to the establishment of and additions to reserves that are determined by the Board of Managers in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;

(iii) *Third,* if Liquidation Proceeds remain after payment of all amounts required to satisfy Section 11.3(c)(i)-(ii), to the payment of any Preferred Obligations; and

(iv) *Fourth*, subject to Section 11.3(d), if Liquidation Proceeds remain after payment of all amounts required to satisfy Section 11.3(c)(i)-(iii); any remaining Liquidation Proceeds shall be distributed to the Members, on a pro rata basis equal to their respective Percentage Interests.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 11.3(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.3(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.3(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Asset FMV.

Section 11.4 Statement of Dissolution. Upon completion of the distribution of the assets of the Company as provided in Section 11.3(c) hereof, the Company shall be terminated and the Liquidator shall cause a certificate of cancellation to be filed in the state of Delaware in accordance with Section 18-203 of the Act and any similar filings required under the applicable Laws of jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company.

Section 11.5 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to the terms and conditions of this Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by telecopy, electronic transmission or other similar means (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.1):

If to the Class I Member:

Centene Management Company, LLC
7700 Forsyth Boulevard
Clayton, Missouri 63105
Attention: _____
_____
E-Mail: _____

With a copy to (which shall not constitute notice):

Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: John W. Dillane, Esq.
E-Mail: jwd@greensfelder.com

If to the Class P Member:

Behavioral Health Partners of Florida, LLC
c/o _____
_____
_____
E-Mail: _____

With a copy to (which shall not constitute notice):

Mateer Harbert
225 E. Robinson Street, Suite 600
P.O. Box 2854
Orlando, Florida 32802
Attention: David L. Evans, Esq.
E-Mail: devans@mateerharbert.com

If to the Company:

Integrated Care Network of Florida, LLC
_____
_____
_____
Attention: _____
_____
E-Mail: _____

With a copy to (which shall not constitute notice):

Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: John W. Dillane, Esq.
E-Mail: jwd@greensfelder.com

Section 12.2 Further Assurances. Each of the Parties shall use commercially reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to carry out the purposes of this Agreement, including, without limitation, using reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of the relevant Governmental Authorities. Each of the Parties shall cooperate with the other Parties when required in order to carry out the purposes of this Agreement, and in the event that at any time hereafter, any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties shall use their commercially reasonable best efforts to take all such action.

Section 12.3 Entire Agreement. This Agreement and all related Exhibits and Schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including the Original Agreement.

Section 12.4 Public Announcements. Except as required by applicable Law, no Party to this Agreement shall make, or cause to be made, any press release or other public announcement of any kind in respect of this Agreement without the prior written consent of all other Parties, and to the extent any such press release or public announcement is to be made, the Parties shall cooperate as to the timing and contents of any such press release or public announcement.

Section 12.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

Section 12.6 Several Obligations. All obligations of the Parties under this Agreement shall be several and not joint and, except as otherwise set forth herein, in no event shall a Party have any liability or obligation with respect to the acts or omissions of any other Party to this Agreement.

Section 12.7 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Florida, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Florida.

Section 12.8 Dispute Resolution.

(a) Any Party seeking a resolution in the event of any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute"), shall provide written notice thereof to the other Parties (the "Initial Notice"), and within thirty (30) days of the delivery of the Initial Notice, the Parties shall attempt in good faith to negotiate a resolution of the Dispute. Such negotiations will be conducted without lawyers or other advisors present. All such negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable for any reason to resolve a Dispute within thirty (30) days after the delivery of the Initial Notice or if a Party reasonably concludes that another Party is not willing to negotiate as contemplated by this Section 12.8(a), the Dispute shall be submitted to mediation in accordance with the Dispute Resolution Procedures attached hereto as Exhibit D.

(b) If the Dispute has not been resolved within sixty (60) days of the appointment of a mediator, or within such longer period as the Parties may agree to in writing, then any Party may

file an action with respect to the Dispute in any court having jurisdiction in accordance with Section 12.9.

(c) Notwithstanding the foregoing provisions of this Section 12.8, (i) any Party may seek preliminary provisional or injunctive judicial relief without first complying with the procedures set forth in Section 12.8(a) and Exhibit D if such action is reasonably necessary to avoid irreparable damage, and (ii) any Party may initiate litigation if such Party has submitted a mediation request and the other Parties have failed, within fourteen (14) days after the appointment of a mediator, to agree upon a date for the first mediation session to take place within thirty (30) days after the appointment of such mediator or such longer period as the Parties may agree to in writing.

Section 12.9 Submission to Jurisdiction; Waiver of Jury Trial.

(a) Each of the Parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any state or federal court located in Florida with respect to any Dispute arising out of or relating to this Agreement and agrees that all claims in respect of any such Dispute may be heard and determined in such courts; (ii) consents that any such Dispute may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Dispute in such court or that such court is an inconvenient forum for the Dispute and agrees not to assert, plead or claim the same; (iii) agrees that the final judgment of such court shall be enforceable in any court having jurisdiction over the relevant party or any of its assets; and (iv) agrees that service of process in any such Dispute may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Party at its address as provided in Section 12.1.

(b) To the extent not prohibited by Law which cannot be waived, each of the Parties hereto hereby waives and covenants that it shall not assert (whether as plaintiff, defendant or otherwise) any right to trial by jury in any forum in respect of any Dispute arising out of or based upon this Agreement or in any way connected with or related or incidental to the transactions contemplated hereby. Any Party hereto may file an original counterpart or a copy of this Section 12.9(b) with any court as written evidence of the consent of each such Party to the waiver of its right to trial by jury. Each Party certifies and acknowledges that (i) no Representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each Party understands and has considered the implications of this waiver, (iii) each Party makes this waiver voluntarily, and (iv) each Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 12.9(b).

Section 12.10 Specific Performance. Subject to the provisions of Section 12.8, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its or their rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at Law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance

that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 12.11 Amendments and Waivers. Except as otherwise expressly provided herein, this Agreement may not be amended, supplemented or modified except by an instrument in writing signed by each Party. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 12.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 12.13 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 12.14 Assignment. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment or delegation in violation of this Section 12.14 shall be null and void.

Section 12.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery by such Party. Such electronic copies shall constitute legally enforceable original documents.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

INITIAL MEMBERS:

BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC

By:_____
Name:
Title:

CENTENE MANAGEMENT COMPANY, LLC

By:_____
Name: Keith H. Williamson
Title: Secretary

EXHIBIT A

SCHEDULE OF MEMBERS

(As of the Effective Date)

Member Name	Membership Units	Percentage Interest	Capital Contribution
Behavioral Health Partners of Florida, LLC	100 Class P Units	50%	$X,X00,000
Centene Management Company, LLC	100 Class I Units	50%	$X,X00,000
Totals	100 Class P Units 100 Class I Units	100%	$X,X00,000

EXHIBIT B

JOINDER AGREEMENT

(*Please See Attached*)

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Agreement**") is made and entered into effective as of this [__] day of [__], **20__** by and between [__] ("**Joinder Party**") and INTEGRATED CARE NETWORK OF FLORIDA, LLC, a Delaware limited liability company (the "**Company**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Operating Agreement (as defined below).

Reference is hereby made to that certain Amended and Restated Operating Agreement of the Company dated as of [_____], 2020 (as it may be amended, restated and/or modified from time to time in accordance with its terms, the "**Operating Agreement**"), by and among the Company and the other parties thereto.

Pursuant to and in accordance with **Section 7.2(a)** of the Operating Agreement, the undersigned Joinder Party hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Agreement, the Joinder Party shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery by such party. Such electronic copies shall constitute legally enforceable original documents.

* * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

COMPANY:	**JOINDER PARTY:**
INTEGRATED CARE NETWORK OF FLORIDA, LLC	[_____]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT C

INITIAL COMPOSITION OF BOARD OF MANAGERS

Class P Managers	Designated Alternate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Class I Managers	Designated Alternate
_____	_____
_____	_____
_____	_____

FCCMH Manager	Designated Alternate
_____	_____

EXHIBIT D

DISPUTE RESOLUTION PROCEDURES

If a dispute arises out of, or in connection with, the relationship between the parties, and the parties do not resolve the dispute through discussions then:

(a) Written notice, containing a request to negotiate, shall be given by either party to the other. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.

(b) Negotiations shall occur between representatives of Centene and Behavioral Health Partners of Florida, LLC who play a supervisory role in the performance or management of the Agreement. If the representatives do not resolve some or all of the issues in the dispute within ninety (90) days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations between a principal of Centene and a principal from Behavioral Health Partners of Florida, LLC.

(c) All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

(d) If the parties do not resolve some or all of the issues in dispute through a second level of negotiations within ninety (90) days after notice has been given, then the parties agree to attempt to resolve the dispute through mediation, in accordance with the Terms of Mediation set forth below.

Terms of Mediation

(i) **Notice.** If a dispute arises out of, or in connection with, the relationship between the parties, and the parties do not resolve that dispute through negotiation, then either party to the dispute may promptly submit to the other party a notice of intent to mediate. This notice shall be in writing and shall specify the issues in dispute.

(ii) **Selection of Mediator.** The parties agree to jointly select a mediator. If the parties cannot agree on the choice of mediator within thirty (30) days from the date of the notice of intent to mediate, then a mediator will be chosen, upon application by the parties, by the American Arbitration Association.

(iii) **Location.** The mediation shall be held in the State of Florida at a mutually agreed upon location. If the parties are unable to agree on a location for the mediation, the mediator shall select the location of the mediation.

(iv) **Exchange of Information.** The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be complete no later than ten (10) days prior to the date set for the mediation.

(v) **Costs.** The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the mediation room, if any, shall be borne equally by the parties.

(vi) **Schedule.** The parties shall jointly select a date for the mediation that is not later than sixty (60) days from the date of the notice of intent to mediate.

(vii) **Confidentiality.** All information exchanged during this mediation shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

(viii) **Authority to Settle.** The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.

(ix) **Caucusing.** The mediator is free to caucus with the parties individually, as the mediator sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission.

(x) **Prohibition against Future Assistance.** It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

(xi) **Termination.** Either party may terminate the mediation at any time.

(xii) **Mediator's Report.** In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties

stating only that no agreement was reached on some or all of the outstanding issues.

(xiii) **No New Steps.** During the course of the mediation, the parties agree to take no new steps in any legal proceeding between them which concerns the same matter as is the subject of the mediation.

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EXHIBIT D

PROVIDER PARTICIPATION AGREEMENT

IPA PROVIDER PARTICIPATION AGREEMENT

THIS PROVIDER PARTICIPATION AGREEMENT ("***Agreement***") is made and entered into as of _____, 2020 by and between Integrated Care Network of Florida, LLC ("***IPA***"), and _____, ("***Provider***").

WHEREAS, IPA has been established to provide a coordinated approach for participation in payor arrangements and managed care plans, and to provide support services that may be related thereto;

WHEREAS, Provider is a Florida behavioral health organization that provides behavioral health services; and

WHEREAS, IPA and Provider believe it is desirable to enter into this Agreement to enable IPA to effectively negotiate Payor Agreements (as defined herein) with Payors (as defined herein).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the provisions set forth below.

1. DEFINITIONS

1.1 ***Contract*** means the group insurance policy or other written documents constituting an agreement between Payor and Covered Persons relating to health care benefits.

1.2 ***Contract Parameters*** means a written document, in a form acceptable to IPA, setting forth the terms and conditions, including (i) a range of fees or reimbursement methodologies for procedures commonly performed by Provider, and (ii) such other financial or administrative parameters relative to Payor Agreements required by Provider, if any, within which IPA is authorized to contract with Payors and bind Provider. Such Contract Parameters will remain in effect until modified in accordance with the IPA Reference Materials. The initial Contract Parameters are set forth in Exhibit A attached and incorporated herein.

1.3 ***Covered Persons*** means those persons associated with a Payor and entitled to receive the Covered Services from IPA Providers pursuant to a Payor Agreement.

1.4 ***Covered Services*** means the services provided pursuant to a Payor Agreement.

1.5 ***Designated Agreements*** means those Payor Agreements in which Provider is eligible to participate, and has agreed to participate, as provided in this Agreement.

1.6 ***Payor*** means an employer, insurance carrier, self-funded plan, association, trust fund, competitive medical plan, health maintenance organization, preferred provider organization or other organization that is a purchaser of Covered Services on behalf of Covered Persons.

1.7 ***Payor Agreement*** means an agreement by and between the Payor and IPA for health care services (including behavioral health services), as the same may be amended from time to time.

1.8 ***IPA Provider*** means each behavioral health organization that is approved by IPA for participation under a Payor Agreement and who or which has entered into a provider agreement with IPA.

1.9 ***IPA Reference Materials*** means those standards, requirements, policies, procedures and protocols developed and modified from time to time by the Board of Directors of IPA and/or its authorized Committees (the "***Committees***") and set forth in a written document (or collection of documents) delivered or made available electronically to each IPA Provider to facilitate the provision of Covered Services by IPA Providers.

1.10 ***Practitioner*** means a provider or licensed health care professional employed or contracted with Provider to provide behavioral health services;

1.11 ***Provider Services*** means those Covered Services (including behavioral health services) customarily provided by Provider's Practitioners.

1.12 ***Regulatory Requirements*** means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Payor Agreement.

2. OBLIGATIONS AND AGENCY RIGHTS OF IPA

2.1 Agent for Provider. Provider hereby appoints IPA as its agent, and IPA agrees to act as such agent, to market Provider's services and to contract with Payors for the provision of Covered Services. Provider hereby acknowledges that Provider may not be included in every Payor Agreement entered into by IPA. Provider also acknowledges that IPA, on behalf of IPA Providers other than Provider, may contract with Payors for the provision of Covered Services. Such agency agreement between Provider and IPA does not entitle Provider to participate in every contract entered into by IPA for the provision of Covered Services. Subject to the guidelines and limitations set forth in this Agreement, Provider acknowledges and agrees that IPA's Board of Directors, or an appropriately authorized Committee thereof, shall review, approve, enter into and terminate Payor Agreements on behalf of IPA as it deems appropriate.

2.2 Contracting.

2.2.1 Payor Agreements. IPA may enter into Payor Agreements on behalf of Provider and bind Provider only if (i) IPA reasonably expects that the reimbursement and other terms for the provision of Covered Services by Provider are within the ranges or above the minimums set forth in Provider's Contract Parameters, if any, or are substantially equivalent to such ranges or minimums (e.g., weighted average is above minimum, or taking into account different pricing methodologies such as withholds, incentive pools, etc.), and (ii) the Payor Agreement satisfies any requirements of the antitrust guidelines adopted by the IPA ("***Antitrust Guidelines***"). IPA may reasonably expect a Payor Agreement will fall within the Contract Parameters to the extent that such expectation is based upon reasonable historical information or actuarial analysis. Notwithstanding the foregoing, in the event IPA desires to enter into a Payor Agreement on behalf of Provider which IPA does not reasonably expect to fall within Provider's Contract Parameters (e.g., the reimbursement is outside the ranges in the Contract Parameters, or no Contract Parameters exist), then IPA shall provide written notice to the Provider describing the Payor Agreement and the fact that it does not fall within the Contract Parameters. Provider will be

deemed to have agreed to participate under such Payor Agreement (including its reimbursement amounts and other terms) and such Payor Agreement shall be deemed a Designated Agreement unless such Provider notifies IPA in writing within thirty (30) working days of the date that the notice is given that Provider declines to participate in the Payor Agreement. Nothing contained herein prevents Provider from individually contracting with a Payor, independent of IPA; provided, however that in the event Provider participates under a Designated Agreement and another agreement with the applicable Payor, the provisions of the Designated Agreement shall control with respect to Provider's participation with such Payor, unless otherwise determined by IPA Board of Directors and/or an appropriately authorized Committee thereof, in its sole discretion. IPA may enter into particular Payor Agreements on behalf of some or all IPA Providers required by the particular Payor Agreement, as determined by IPA Board of Directors and/or an appropriately authorized Committee thereof, in its sole discretion.

2.2.2 Contract Parameters. During the term of this Agreement, the IPA Board of Directors shall have the authority to modify the Contract Parameters consistent with the Antitrust Guidelines. IPA shall notify Provider of any change in the Contract Parameters which, when considered in the aggregate, would be expected to result in a decrease in the overall fee schedule or other reimbursement amounts for Provider, at least ninety (90) days prior to the date that such change would be effective. Provider shall have thirty (30) days from the date of such notification to terminate this Agreement by providing notice to IPA. Any termination would be effective as of the date that such change in Contract Parameters would be effective and would be effective only as to Payor Agreements which are executed after the effective date of the change in the Contract Parameters.

2.3 Communication. IPA shall provide a means by which Provider may review IPA Reference Materials and material modifications thereto. As determined necessary by IPA, IPA shall provide a means by which Provider may review the pertinent portions of each Payor Agreement applicable to the Provider Services.

3. OBLIGATIONS OF PROVIDER

3.1 Services and Obligations. Provider shall make available and provide Covered Services to Covered Persons in accordance with the terms and conditions of this Agreement, including but not limited to this Section 3.1.

3.1.1 Provider shall provide Covered Services to Covered Persons in an appropriate setting pursuant to those Payor Agreements designated by IPA.

3.1.2 Provider shall treat, accept and not accept Covered Persons in the same manner as other patients of Provider, and in accordance with the IPA Reference Materials, and subject to the Payor Agreements.

3.1.3 Provider shall perform Covered Services pursuant to the professional standards prevailing in the community at the time Covered Services are rendered and comply with applicable Regulatory Requirements, and the IPA Reference Materials. Provider shall hold and continue to hold (i) an unrestricted license to practice in the state(s) in which Provider practices, if applicable; and (ii) all customary licenses or certificates as required by applicable Regulatory Requirements to provide Provider Services. Provider shall give immediate notice to IPA in the event any such license or privilege shall be restricted in any way, suspended or terminated.

3.1.4 Provider shall accept as full payment for Covered Services the consideration determined pursuant to Article 4 hereof.

3.1.5 Provider shall at all times comply with applicable Regulatory Requirements in the provision of services under this Agreement and any Designated Agreement.

3.1.6 All provisions of each Designated Agreement that are required to be included in this Agreement are incorporated herein by this reference. Provider shall comply with and be bound by the terms and conditions of each Designated Agreement, and shall fulfill all of the duties, responsibilities and obligations imposed on Provider under each Designated Agreement, provided that each such Designated Agreement is consistent with the provisions of this Agreement.

3.1.7 Provider shall comply with and be bound by the IPA Reference Materials. Provider acknowledges and agrees that the IPA Reference Materials may include mechanisms to encourage and enforce compliance, including but not limited to financial incentives, and performance incentive and risk allocation pools. Copies of the IPA Reference Materials shall be delivered to or made available electronically to Provider.

3.1.8 If a Practitioner is nurse practitioner, physician assistant or other similar professional, or is an unlicensed professional, Practitioner shall maintain at all times an arrangement with a supervising physician or staff who is also a Practitioner, under which the activities and services of such Practitioner are directed and supervised as may be required by applicable Regulatory Requirements.

3.1.9 Provider agrees to enter into a value based arrangement from options approved by the IPA Board of Directors.

3.2 Provider shall comply with all IPA utilization management and claims submission policies and procedures.

3.3 Records and Information. Provider shall prepare and maintain appropriate records and accounts of services provided to all patients, and provide IPA with such records and information as requested by IPA, provided that any release of such records to IPA shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all other applicable laws and, upon request by Provider, IPA shall enter into an appropriate HIPAA Business Associate Agreement as a prerequisite for receiving such records and information.

3.4 Provider Information. Provider will be expected to provide current information regarding Provider's business address, business telephone number, office hours, tax identification number, malpractice insurance carrier or coverage, state license number, and such other information requested by IPA or a Payor. Provider shall promptly notify IPA and each Payor under a Designated Agreement, in writing at least thirty (30) calendar days prior to any change in such information.

3.5 Insurance. Provider shall at all times maintain or cause to be maintained policies of both comprehensive general liability insurance and professional liability insurance in amounts required by any Designated Agreement, but in all events such policies shall provide for minimum liability limits of $1,000,000 per occurrence and $3,000,000 annual aggregate (or such other amount as may be determined by IPA provided that notice is given to Provider at least one hundred twenty (120) days prior to the effective date for such requirement), as well as worker's compensation insurance and other insurance as

shall be necessary to insure Provider and such Provider's assistants, agents and employees, acting within the scope of their duties, against any claim or claims arising directly or indirectly in connection with the performance of any services (acts or omissions) by Provider or by such assistants, agents or employees of Provider during the term of this Agreement. Upon request, a certificate of insurance evidencing the coverage maintained by Provider shall be provided to IPA.

3.6 Notice. Provider shall, upon the request of IPA from time to time, notify IPA of any professional liability lawsuit related to payor contracts that is filed against Provider and provide such other information as IPA may reasonably request for credentialing purposes. Provider shall promptly notify IPA of (i) any action taken in response to any investigation of the conduct of Provider or disciplinary action against Provider by any government agency or authority; (ii) the outcome of any such action; (iii) any judgments entered in any court against Provider; and (iv) any action affecting the professional license of Provider. Provider hereby authorizes any hospital, governmental agency or professional licensing, accrediting, or certifying authority to notify IPA of any: (i) professional liability judgment; (ii) settlement; (iii) professional licensing board investigation; or (iv) disciplinary action taken by any such entity, with respect to Provider.

3.7 Directory. Provider agrees and consents to be listed in any directory which may be published by IPA or by a Payor in connection with a Designated Agreement.

3.8 EHR Certification. Provider shall have an electronic health records system certified by an organization accredited under the federal Office of the National Coordinator for Health IT (ONC) program criteria (http://bit.ly/2F3UJ89) or have a certified electronic health records system in place not later than October 1, 2020.

4. COMPENSATION FOR COVERED SERVICES

4.1 Full Payment. Provider shall accept as full payment for Covered Services performed for Covered Persons, the fees or other compensation specified in the Payor Agreements in which Provider has accepted or agreed to participate in (or is deemed to have accepted or agreed to participate in) under this Agreement (provided in amendments to this agreement). For the elimination of confusion, Payor shall be solely responsible for funding the payment of provider claims for Covered Services (from Provider and any other providers) and any other services provided to Covered Persons, as well as all interest and penalties in connection with such claims payments, unless otherwise expressly agreed to between IPA and Payor.

4.2 Submission of Claims and Encounter Data. As required by the applicable Payor Agreement for a Covered Person, Provider shall submit to Payor or its designee complete, accurate and itemized claims and encounter data for Covered Services, which shall include any required prior authorization numbers or other reasonably requested information, and shall submit such claims timely as required by a Payor Agreement. Neither the applicable Payor nor any Covered Person shall be obligated to Provider for compensation of Covered Services if Provider fails to submit claims within the time limits required by the Payor Agreement, and Provider shall not bill or seek payment for such Covered Services.

4.3 Copayments, Deductibles and Noncovered Services. Provider understands and agrees that the applicable Payor has no responsibility to pay any amount except as described in Section 4.1 above for the provision of Covered Services. Provider shall not charge or collect any amount directly from any Covered Person for the provision of Covered Services, except for copayments, deductibles and any other

fees which are the Covered Person's responsibility under such Covered Person's contract for such services. Unless otherwise prohibited by the applicable Payor, Provider may bill and collect from a Covered Person for the provision of noncovered services; provided, however, that, prior to the rendition of such services, the Covered Person, with full knowledge of the circumstances and financial responsibility, consents to the provision of such services and agrees to pay the Provider for such services.

4.4 Coordination of Benefits. Provider agrees (i) to cooperate with the IPA and/or the applicable Payor or its designee, as applicable, in coordination of benefits, (ii) to provide to IPA and/or the applicable Payor or its designee, as applicable, with relevant information relating to any other coverage held by a Covered Person, and (iii) to abide by the coordination of benefits, subrogation and duplicate coverage policies and procedures of the IPA and/or applicable Payor, as applicable. Provider consents to the lawful release of medical information by the IPA and/or applicable Payor or its designee, as applicable, to other group health plans as necessary to accomplish coordination of benefits. If the applicable Payor is the primary payor, then Provider's compensation will be on the basis specified in this Agreement. If the applicable Payor (or, if applicable, IPA) is other than the primary payor and the Provider's bill to the primary payor(s) was not computed on the basis specified in this Agreement, then, unless the Payor Agreement specifies otherwise, any further reimbursement to Provider from the applicable Payor may not exceed an amount which, when added to amounts shown in the explanation of benefits from the primary payor(s), equals the amount specified in this Agreement.

5. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

5.1 Non-Disclosure of Confidential Information. In the course of the relationship established between IPA and Provider, certain Confidential Information, as defined in Section 5.3 below, of one party ("***Disclosing Party***") may be disclosed to the other party ("***Receiving Party***"). During the term of this Agreement and thereafter, the Receiving Party and Receiving Party's respective officers, directors, employees and agents, shall: (i) hold such Confidential Information in confidence, and shall not sell, transfer, publish, disclose, display or otherwise make available to any third party any portion of the Confidential Information or related materials without the express written consent of the Disclosing Party, except IPA may utilize any portion of the Confidential information or related materials as appropriate or helpful, in IPA's sole discretion, in the performance of IPA's UR/QA Program, grievances, appeals, insurance and other obligations under this Agreement, and (ii) not use the Confidential Information in any manner which would harm Disclosing Party. The Receiving Party shall use commercially reasonable efforts to protect the Disclosing Party's Confidential Information. The obligations of the Receiving Party hereunder shall survive any termination of this Agreement.

5.2 Confidential Information. For purposes of this Agreement, "***Confidential Information***" shall include, without limitation, information relating to Contract Parameters, Payor Agreements, IPA Providers, IPA Reference Materials, and IPA's finances, pricing, policies, volume of business, systems, practices, procedures, plans, rules, regulations, Payor Agreements, contracts and all similar information, and all other records and information pertaining to IPA's operations.

6. TERM AND TERMINATION

6.1 Term and Voluntary Termination. The initial term of this Agreement shall commence on the date hereof and shall continue for the one year period thereafter. At the end of said term and each successive one (1) year term thereafter, this Agreement shall be automatically renewed for successive one (1) year terms, unless (subject to Section 6.4 of this Agreement) either party gives the other party written

notice of its intent not to renew this Agreement at least ninety (90) days prior to the renewal date. In addition, after the initial term, either party may terminate this Agreement, for any reason, by giving the other party at least ninety (90) days prior written notice of such termination. Notwithstanding the foregoing, Provider shall continue to provide Covered Services pursuant to this Agreement as provided in Section 6.4 herein.

6.2 Automatic Termination. Notwithstanding the provisions of Section 6.1 of this Agreement, this Agreement shall (subject to the provisions of Section 6.4 of this Agreement) terminate and all rights and obligations hereunder, except those which have accrued as a result of the operation of this Agreement, shall immediately cease upon the happening of any of the following events: (i) either IPA or Provider shall become insolvent, or the subject of bankruptcy, receivership, reorganization, dissolution, liquidation or other similar proceedings; (ii) the death or voluntary or involuntary dissolution of Provider or IPA, as applicable; (iii) the voluntary agreement of IPA and Provider; (iv) if any license, certification, accreditation, or other authorization required for Provider to provide services hereunder is restricted, suspended, terminated, or revoked, and such restriction, suspension, termination, or revocation continues unstayed and in effect for a period of 30 days; or (v) if IPA or Provider is excluded or debarred from participation in any federal health care program.

6.3 IPA's Option to Terminate/Suspend. Notwithstanding the provisions of Section 6.1 of this Agreement (and subject to the provisions of Section 6.4 hereof), IPA shall have the option to terminate this Agreement or immediately suspend this Agreement upon IPA Board of Director approval upon notice to Provider stating the effective date of termination upon the happening of any of the following events: (i) the failure of Provider to comply with the IPA Reference Materials, including, without limitation, the quality assurance, utilization review, grievance or appeals procedures, availability requirements and discrimination policies, provided that IPA provides written notice to Provider of such failure and Provider fails to cure such failure within thirty (30) working days after such notice; (ii) the termination of any of the insurance of Provider described in Section 3.8 of this Agreement unless such insurance is re-instated within thirty (30) days following termination; (iii) Provider: (a) is reasonably believed to have seriously jeopardized the health or welfare of any Covered Person; or (b) is disqualified from providing services by any Payor consistent with any Payor Agreement; or (iv) IPA notifies Provider in writing of a breach by Provider and, in the case of a breach not related to patient care, Provider fails to cure such breach within thirty (30) working days after such notice. IPA may, pursuant to this Section 6.3, either terminate this Agreement in full or terminate this Agreement as it applies to any Payor Agreement.

6.4 Procedure Upon Termination. In the event of the termination of this Agreement, Provider shall (unless otherwise directed by IPA or the applicable Payor) continue to fulfill all obligations under all Payor Agreements with respect to Covered Persons under Provider's care as of the date of termination, until such time as IPA notifies Provider that such Covered Persons shall be treated and under the care of another IPA Provider, but in no event for more than one hundred eighty (180) days or such longer period required by a Payor Agreement or by applicable law. Provider shall be paid for such services in accordance with the applicable Payor Agreement or as otherwise applicable prior to such termination. IPA shall use reasonable efforts to identify another IPA Provider to treat such Covered Persons so that upon termination of this Agreement, Provider may cease providing services to Covered Persons under this Agreement as soon as possible.

7. GENERAL PROVISIONS

7.1 Execution and Counterparts. This Agreement shall be deemed effective upon the acceptance and execution hereof by a duly authorized representative of IPA. For the convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, without necessity of production of others.

7.2 Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and, subject to the provisions of Section 7.12 hereof, permitted assigns.

7.3 Governing Law. This Agreement shall be interpreted in accordance with and covered by the laws of the State of Florida.

7.4 Entire Agreement and Conflicts among IPA Documents. This Agreement and the Exhibit(s) attached hereto constitute the entire agreement between Provider and IPA with respect to the matters contained herein, and supersede all prior proposals, negotiations, representations and other communications between IPA and Provider, whether oral or written. Except as provided herein, this Agreement may not be amended or changed in any way except by a subsequent written agreement between Provider and IPA. In the event of a conflict between this Agreement and the IPA Reference Materials, the terms of the IPA Reference Materials will control. In the event of a conflict between this Agreement and or IPA Reference Materials and a Designated Agreement, the terms of the Payor Agreement will control with respect to Provider's obligations and responsibilities with respect to that Payor and its Covered Persons.

7.5 Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the Parties.

7.5.1 IPA may amend this Agreement by giving Provider written notice (electronic or paper) of the amendment to the extent such amendment is reasonably deemed necessary or appropriate by IPA to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by Provider upon the giving of such notice.

7.5.2 IPA may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. Any such notice shall explicitly state that is intended to be an amendment of this Agreement and will become final if not objected to in thirty (30) days as provided herein. Unless Provider notifies IPA in writing of its objection to such amendment during the thirty (30) day period following the giving of such notice by IPA, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to this Agreement, IPA may exclude Provider from an applicable Payor network.

7.6 Waiver. The failure of a party to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

7.7 Independent Contractors. Except as otherwise provided in Section 2.1 herein, nothing contained in this Agreement shall create any relationship of agency, partnership, employment or joint venture between Provider or IPA. Provider and IPA are independent contractors and neither shall exercise control over the performance of the other hereunder.

7.8 Independent Judgment. Although Provider has certain obligations pursuant to the terms of this Agreement, the IPA Reference Materials, the parties hereby acknowledge and agree that IPA shall neither have nor exercise any control or direction over the specific methods or means by which Provider provides professional services and practices medicine pursuant to this Agreement. Both parties acknowledge and agree that nothing contained in this Agreement interferes with patients' choice relating to behavioral health treatment or Provider's independent professional judgment. This Agreement shall not be construed to require or permit IPA to diagnose, treat or offer to treat any disease, disorder or condition or otherwise provide health care services within the meaning of applicable law.

7.9 Non-Exclusivity. Nothing in this Agreement is intended or shall be construed to prevent Provider from entering into substantially similar agreements with other persons or organizations.

7.10 Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated or transferred by Provider without IPA's prior written consent. IPA shall have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of IPA, or purchaser of the assets or stock of IPA, or the line of business or business unit primarily responsible for carrying out IPA's obligations under this Agreement.

7.11 Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect.

7.12 Survival. The provisions of this Agreement, and all rights and remedies of the parties hereto shall survive termination of this Agreement to the extent necessary to give effect to said provisions.

7.13 Notices. Except as otherwise provide herein (e.g., the IPA Reference Materials and amendments thereto may be posted on a website made available to IPA Providers), any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a signed receipt; mailed by United States certified or registered mail, return receipt required, postage prepaid; or transmitted by facsimile or e-mail to the addresses indicated below the parties' signatures hereto or to such other persons or addresses as Provider and IPA may provide by notice to the other. Each such notice shall be deemed delivered on the date of personal delivery; or the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable; or the date of confirmed transmission, as the case may be.

7.14 Informal Dispute Resolution. Any dispute between Provider and IPA, as applicable, with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a "Dispute") shall first be addressed by exhausting the applicable procedures in the Reference Materials pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the matter is not resolved to satisfaction of the Parties, or if there are no applicable

procedures in the Reference Materials, then the Parties shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Party upon written request to the other, provided such request takes place within one year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the matter has not been resolved within sixty (60) days of such request, either Party may request that the matter be mediated in the manner set forth in Section 7.15. In the event that mediation fails to resolve the dispute, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 7.16 below by providing written notice to the other party.

7.15 Mediation. If a dispute arises out of, or in connection with, the relationship between the parties, and the parties do not resolve that dispute through negotiation, then either party to the dispute may promptly submit to the other party a notice of intent to mediate. This notice shall be in writing and shall specify the issues in dispute. The parties agree to jointly select a mediator. If the parties cannot agree on the choice of mediator within thirty (30) days from the date of the notice of intent to mediate, then a mediator will be chosen, upon application by the parties, by the American Arbitration Association. The mediation shall be held in the State of Florida at a mutually agreed location within thirty (30) days from the date of the notice of intent to mediate. The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be complete no later than ten (10) days prior to the date set for the mediation. The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the mediation room, if any, shall be borne equally by the parties. The parties shall jointly select a date for the mediation that is not later than sixty (60) days from the date of the notice of intent to mediate. All information exchanged during this mediation shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation. The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization. The mediator is free to caucus with the parties individually, as the mediator sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party with the former party's express permission. It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest. Either party may terminate the mediation at any time. In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues. During the course of the mediation, the parties agree to take no new steps in any legal proceeding between them which concerns the same matter as is the subject of the mediation.

7.16 Arbitration. If either Party wishes to pursue the Dispute following an unsuccessful mediation as provided in Section 7.15, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated more than one (1) year following, as applicable, the end of the mediation process under Section 7.15 above. Arbitration proceedings shall be conducted by an arbitrator

chosen from the National Healthcare Panel at a mutually agreed upon location within the state of Florida. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The Parties agree to and do hereby waive any right to pursue, on a class action basis, any Dispute. Each Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's administrative fees, all Arbitrator compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof._

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PROVIDER	**IPA** Integrated Care Network of Florida, LLC
_____	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail: _____	E-Mail: _____
Fax No.: _____	Fax No.: _____

EXHIBIT A – CONTRACT PARAMETERS

EXHIBIT E

FREQUENTLY ASKED QUESTIONS ABOUT THE IPA

Integrated Care Network of Florida

FAQs

Q1: What is the Integrated Care Network of Florida?

A1: The Integrated Care Network of Florida, LLC (ICNF) is a limited liability company (LLC) owned by Behavioral Health Partners of Florida, LLC and a subsidiary of Centene Corporation. The partners share a commitment to helping individuals with serious behavioral health disorders, which are often coupled with complex social disadvantages, to lead lives that are independent and fulfilling. Together the partners agree to participate in an independent practice association (IPA) to contract with managed care plans.

Organizations in the ICNF maintain ownership and authority of their practices and organizations, while the ICNF serves as a corporate structure for negotiating and administering managed care contracts for its members.

Q2: What is Behavioral Health Partners of Florida, LLC?

A2: Behavioral Health Partners of Florida is a limited liability company owned by behavioral health organizations who have chosen to invest in the ICNF. Behavioral Health Partners of Florida will become the second member of the ICNF (a Centene subsidiary will be the first member) and together the ICNF will be 50% owned by the Centene subsidiary and 50% owned by Behavioral Health Partners of Florida.

Q3: Have the Integrated Care Network of Florida and Behavioral Health Partners of Florida been legally formed?

A3: Yes, both the Integrated Care Network of Florida and the Behavioral Health Partners of Florida LLC have been legally formed. Currently, the ICNF only has one member, a subsidiary of Centene Corporation. Behavioral Health Partners of Florida is expected to invest in and become the second member of ICNF no later than the end of February 2020. Upon completion of these transactions, the ICNF will be 50% owned by a subsidiary of Centene and 50% owned by Behavioral Health Partners of Florida.

As soon as the ICNF is fully formed, the ICNF Board will be established. The ICNF Board will be made up of elected representatives of behavioral health organizations from Behavioral Health Partners of Florida, representatives of Centene, and the CEO of the Florida Behavioral Health Association (FBHA). Behavioral Health Partners of Florida representatives and Centene representatives will each have 50% voting power.

Q4: Most IPAs are 100% provider owned; why is this different?

A4: For IPAs to be successful they require significant investments in infrastructure, data management, risk management and scale. Bringing together providers and Centene can leverage both the clinical expertise of providers and support the infrastructure, capital needed and data management that allows for enhanced population management.

Q5: Why is Centene interested in creating the ICNF and investing in this model?

A5: Centene is committed to being a national leader in innovative care delivery models. As a health plan, it is aware that behavioral health needs have a significant impact on the total cost of care. Centene is interested in developing a model of care that improves access and outcomes for individuals with behavioral health needs and believes that doing this in partnership with behavioral health providers creates a model that is effective and sustainable. This model creates aligned incentives between providers and the plan.

Q6: How has Centene rolled this out in other states?

A6: Centene is partnering with BH providers in this manner in other states. The Illinois IPA went live with their first MCO contract in March 2019.

Q7: Will additional health plans contract with the ICNF or will Sunshine Health be the only health plan the ICNF will contract with?

A7: It is the goal of the ICNF to contract with multiple health plans. To start, the ICNF will contract as a statewide BH provider network for Sunshine Health (Centene's FL plan). ICNF will pursue contracts with other payers.

Q8: What is the relationship between Centene and Sunshine Health related to the ICNF?

A8: Sunshine is a wholly-owned subsidiary of Centene Corporation, a publicly traded corporation. Sunshine will have no involvement in the governance of the ICNF. Centene understands that it is imperative to meet the goals of the ICNF and that accountability, business interests, and management must be completely separate. All contracts between Sunshine and the ICNF will be negotiated by the ICNF management team and approved by the ICNF Board.

Q9: Why is Centene a 50% owner versus Sunshine?

A9: Centene is a nationwide healthcare organization that brings a national perspective as well as the opportunity to bring efficient and cost-effective infrastructure and analytics to ICNF through local expertise. The ICNF is interested in contracting with other Florida health plans, so limiting ownership to a different subsidiary of Centene, not Sunshine, and maintaining a firewall between ICNF governance and Sunshine, has been and will continue to be extremely important throughout the implementation and ongoing operations of the ICNF.

Q10: What is in it for other health plans? Why would they want to contract with the ICNF?

A10: With a single signature and reduced administrative burdens, MMAs will be able to contract with a statewide network of behavioral health providers to: (1) provide health plan beneficiaries with timely access to culturally appropriate behavioral health care when and where the beneficiaries prefer; (2) improve quality outcomes and standards, which will be measured and benchmarked across the ICNF; (3) develop capability to meet and exceed their value-based purchasing performance targets; (4) enact statewide use of data, metrics, and transfer of clinical information via health information exchange (HIE); (5) simplify and streamline their contracting process; maximize and align MMA resources available and minimize complexities currently required to work with individual provider organizations; (6) gain access to a stable network of BH and SUD services providers that is integrated and has formal partnerships in place with physical health providers; and (7) increase access to outpatient BH services, ultimately reducing the total cost of care (including medical spend).

Q11: Is the ICNF planning to expand beyond Medicaid health plans to have ICNF represent the provider network's interests with commercial insurers?

A11: As of now ICNF is focused on Medicaid only, but there is the potential to contract with additional insurers in the future and for other products (Medicare, commercial etc.) if this is of interest to the ICNF Board.

Q12: Once there are more MMAs that contract with the ICNF, will contracted providers have individual contracts with each MMA like we do now?

A12: One of the benefits of ICNF is that there is one contract with the network, so providers will not have to have separate contracts with each MMA. However, as additional MMAs are brought on, additional amendments will be presented to providers for approval, to allow providers the option to opt in or out from working with specific MMAs. We do not anticipate any changes to payment terms or contract terms. MMA contracts will be entered into by the ICNF on behalf of providers and approved by the ICNF Board.

Q13: Can a provider opt out of contracting with an MMA through the ICNF?

A13: The Provider Participation Agreement allows providers to opt out of an MMA contract by providing written notice to the ICNF within 30 days of the ICNF providing notice of contract terms with an MMA. The only contract providers cannot opt-out of is the contract with Sunshine.

Q14: How will ICNF handle claims processing and other administrative functions?

A14: The ICNF will enter into an agreement with a Centene Management Services Organization (MSO), Envolve, to provide administrative support to the ICNF, creating administrative efficiencies and eliminating unnecessary overhead. Success in value-based payment contracts requires significant resources and investment in systems. Centene's scale and expertise, coupled with its ability to create an efficient, cost-effective MSO, provides an opportunity to control administrative expenses and streamline processes.

The MSO will have the systems and capacity to support a data-informed approach to support providers with value-based contracts. Instead of an Administrative Services Organization's (ASO) extra layering of clinical and administrative processes, the MSO is designed to minimize administrative and reporting burdens for providers and use data constructively to move providers safely to value based payment and enhance provider contracting opportunities.

In the interest of both providers and payers, challenges with billing processes will be proactively managed and targeted to enhance consistent cash flow for both the ICNF and its provider network. The contract between the ICNF and the MSO will include consequences for non-performance of the MSO.

Q15: Will providers be required to pay fees to the MSO?

A15: No, individual providers will not be required to pay fees to the MSO. There will be a contract in place between the ICNF and the MSO, the cost of which will be an ICNF operating expense.

Q16: What will the contract between the ICNF and the MMAs include?

A16: We anticipate the contract between ICNF and the MMAs will provide funds to cover services, care management, some administrative fees and incentives. Performance expectations will also be included as well as recourse for failure to meet the expectations.

Q17: It is my understanding that primary care is not included in ICNF, is that correct?

A17: Correct, primary care is not included at this time.

Q18: Who can become a member (owner) of Behavioral Health Partners of Florida?

A18: To become a member of Behavioral Health Partners of Florida an organization must be a nationally accredited Florida provider of community-based behavioral health services, at minimum mental health services and treat chronic behavioral health issues.

Q19: What is Florida Behavioral Health Association's (FBHA) role with the ICNF?

A19: FBHA will be managing provider relations, provider recruitment, and supporting technical assistance and practice transformation for the ICNF. FBHA will also provide executive leadership and manage financials for Behavioral Health Partners of Florida.

Q20: What technical assistance will FBHA be offering?

A20: FBHA will be contracted through the ICNF to offer technical assistance (TA) and practice transformation support to Behavioral Health Partners of Florida members. Training and TA will also be offered to contracted providers. Some TA and training may be offered to contracted providers for an additional fee. Content may include topics related to working effectively with MMAs, performance improvement, readiness for value-based contracts, etc. Specifics will be negotiated by the ICNF CEO and approved by the ICNF Board.

Q21: Will providers receive consultation for anti-trust issues?

A21: Providers on the ICNF Planning Board have engaged counsel and received guidance regarding anti-trust issues. Behavioral Health Partners of Florida and the ICNF counsel will be charged with educating members regarding anti-trust guidelines. Participating providers also may choose to contact their own attorneys with questions on anti-trust issues.

Q22: Will all Quality Improvement (QI) and auditing initiatives come through the ICNF?

A22: Yes, QI and auditing initiatives related to the ICNF Reference Materials (provider and billing manual) will be regulated through the ICNF. However, individual organizations will still maintain control over their own internal QI and auditing processes.

Q23: Will providers be able to use their existing electronic health record?

A23: Yes, providers will continue to use their own EHRs; they will also have access to a bi-directional portal and population health platform that will allow access to performance data.

Q24: What are the requirements or capabilities needed from an EHR?

A24: The EHR should be certified by an organization accredited under ONC program criteria; the vendor should have experience creating HL7 bi-directional interfaces to and from systems external to the EHR with a transparent cost-structure and guaranteed delivery timeline; the vendor also should have strong data security requirements (HITRUST, NIST, etc.) The ideal solution would have mobile capability to support users in the field; and have ability to consume 837 or other file types from MMA/payer.

Q25: Who sets the performance measures for the ICNF?

A25: The ICNF Board (comprised equally of representatives of Behavioral Health Partners of Florida and Centene) establishes the performance measures. The metrics will be based on the performance metrics required by the state contract, those requested by MMAs, and those the ICNF determines will drive improved performance and management of total cost of care based on national benchmarks.

Q26: Will the ICNF's performance measures align with HEDIS measures and other measures we are currently held to?

A26: Yes, the performance measures will be evidence-based and focused on process, outcomes, and client experience. The ICNF will work with the MMAs to align state contract measures and with the providers to establish quality measures.

Q27: Will incentives and metrics be based on regional or state-wide baselines or graduated performance?

A27: Incentives and metrics will be determined by the ICNF Board and aligned with MMA contractual requirements. The goal is to ensure performance improves and providers receive supports needed to be successful.

Q28: How can we enter into value-based agreements without knowing what outcome measures are going to be reviewed?

A28: Outcome measures will be communicated to the providers prior to entering into value-based contracts. To start, measures will likely include process, outcome, and client experience measures.

Q29: Is there a safety net in place for any cash flow issues?

A29: With capitated payment, the ICNF will have immediate insight into payment issues. Should issues arise, the ICNF board will develop a mitigation plan with the MMAs and other payers. ICNF, acting through the ICNF Board, may choose to receive a Centene loan to ensure cash flow is not problematic.

Q30: Who gets the money if profit is realized and who covers the deficit if there is a loss? Is there a difference for Behavioral Health Partners of Florida members and contracted providers?

A30: The ICNF Board will determine how profits or losses will be managed. If the ICNF realizes profits, the ICNF Board determines what happens to these funds. They could go towards a reserve to cover any future losses, get reinvested in programming, or returned as equity payments to the owners (Behavioral Health Partners of Florida members and Centene). If the ICNF realizes losses, they will be covered by the ICNF. No losses will be absorbed by contracted providers; nor will they share in any profits. There are a variety of mechanisms the ICNF Board may consider to manage losses, including reinsurance, reserves, or new capital investment.

Q31: What if the ICNF runs out of money?

A31: The ICNF will be capitalized 50% through Behavioral Health Partners of Florida members and 50% through Centene. A contract between Sunshine and the ICNF is expected in Q2 2020. The ICNF's initial capital budget, coupled with payment from its Sunshine contract, is intended to cover operating expenses of the ICNF for the first few years. In the case of a shortage of funds, the ICNF will have two options to consider: 1) the ICNF could require an additional capital contribution from the ICNF owners (Behavioral Health Partners of Florida and Centene) or 2) in a worst-case scenario, dissolving ICNF. In the case of dissolution, contracts would be transferred to MMAs without interruption. The ICNF will likely have guardrails in place, such as risk corridors and stop loss reinsurance, to minimize risk and loss.

Q32: Will provider claims be processed through the ICNF?

A32: Once the ICNF enters into a contract with Sunshine and the MSO, claims will be processed through the MSO based on the terms and timeline in the MSO contract for Sunshine and any other plans contracted with the ICNF. Until that time, claims will continue to be submitted and paid by Sunshine. With the help of subject matter experts in Florida, the ICNF will develop mechanisms to ensure there will be no disruptions in billing for participating providers. Maintaining and enhancing cash flow to providers has been identified as a primary function of the ICNF.

Q33: How quickly will bills be paid by the ICNF?

A33: The ICNF has not yet negotiated its contract terms with Sunshine, the MSO and network providers. The ICNF expects terms to include a clean FFS claim will be paid 99% of the time within 14 days. The goal is to ensure the equivalent of 100% of current payments are flowing to providers on a consistent basis.

Q34: How will attribution through the ICNF work?

A34: The attribution of members from Sunshine Health to the ICNF will be determined in the contract between the ICNF and Sunshine. Once attributed, the ICNF will assign clients to ICNF network providers based on client choice, past claims, service availability, capacity, and quality outcomes.

Q35: What if a provider does not have capacity in a certain geography to take new BH clients?

A35: It is not the intent of the ICNF to send clients to behavioral health organizations who cannot serve those clients. The ICNF is committed to supporting providers to explore viable ways to expand capacity given expected increase in outpatient services.

Q36: What are the security measures that will be in place around data sharing? Will there be data sharing for both contracted providers and Behavioral Health Partners of Florida members? How will data from the EHR system be shared with ICNF's bi-directional portal? If the event of a data breach who is liable, ICNF or the breaching provider?

A36: Sharing of all information between payers and providers will be done in compliance with HIPAA, 42-CFR, and any other applicable confidentiality and security rules and regulations. There will be security measures in place to allow for data sharing for both contracted providers and Behavioral Health Partners of Florida members (owners). Currently, the only established requirement is that Behavioral Health Partners of Florida members must have an EHR. No other requirements have been specified at this time. The goal is to develop mechanisms for members and contracted providers to collect information without it being cumbersome. It is anticipated that a Data Use Agreement will be developed by and approved by the ICNF and put in place with all providers. Liability regarding any data breach will depend on the specific circumstances.

Q37: Will the authorizations process be centralized through the ICNF?

A37: The intent is to streamline authorizations. This will be discussed and negotiated with each health plan the ICNF contracts with.

Q38: Where is the ICNF located?

A38: We anticipate ICNF will have offices in Sunshine, FL or another central location.

Q39: If my organization is already contracted with Sunshine must I contract with the ICNF?

A39: Sunshine will encourage all outpatient BH organizations to contract with the ICNF by executing the Provider Participation Agreement, even if you have an existing Sunshine contract. By doing so you will be offered the opportunity to migrate to VBP and participate in other MMA networks if any choose to utilize the ICNF.

Q40: What is the advantage of being an ICNF contracted provider?

A40: (1) Contracted providers will be able to choose valued-based contract amendments and implement value-based payment arrangements with greater speed, quality, and revenue opportunities. Contract performance risk will be shared with other ICNF providers allowing for shared learning and optimal contract performance. (2) Enhanced support from the MSO and payments for care management activities will allow for predictable and reliable cash flow. (3) Partnership and integration between BH and physical health providers will be incentivized and supported. (4) BH systems of care and positive outcomes will be enhanced through evidence-based and evidence informed practices with health plan investment/partnership. (5) Providers will realize streamlined processes and improved efficiencies through support from the ICNF and the MSO. (7) Providers will realize streamlined processes and work flows in

relationship to health plan contracting. (8) The ICNF will speak with one voice to the State of Florida and to contracted health plans, therefore having a stronger voice in policy decisions effecting behavioral health payments.

Q41: If I do not choose to participate today, will there be an opportunity for me to contract with the ICNF in the future?

A41: You will have the opportunity to contract with the ICNF as a contracted provider at any time. However, membership (ownership) will only be offered during the owner offer period.

Q42: Will the Provider Participation Agreement with the ICNF replace our current contract with Sunshine?

A42: Yes, but only for Medicaid behavioral health services. Primary care services will still be covered under existing Sunshine contracts. If your current contracts with Sunshine include a scope of services beyond outpatient behavioral health services, the ICNF will resolve on a case by case basis.

Q43: Can we sign a contract directly through Sunshine and not through the ICNF?

A43: Sunshine plans to strongly encourage all behavioral health providers to sign the Provider Participation Agreement with the ICNF. Sunshine has said that if an organization is interested in securing a VBP contract, working with the ICNF will be the preferred contracting mode.

Q44: If I don't sign the contract through the ICNF now will my Sunshine contract automatically transfer to the ICNF once it has a contract with Sunshine?

A44: No, it will not automatically transfer. A contract specific to the ICNF will be required.

Q45: Will I be able to suggest changes or edits to the Provider Participation Agreements provided by the ICNF?

A45: The ICNF has carefully crafted language, approved by the ICNF Planning Board, that should meet the needs for most organizations. However, if your organization seeks specific edits, please highlight those and the ICNF will review. There is no guarantee that all edits will be reflected in the final Provider Participation Agreement.

Q46: Do behavioral health organizations need to submit contracts for each practitioner in our organization?

A46: No, you only need to submit one contract for the organization under their Tax ID Number (TIN). The ICNF will need to know the NPIs that fall under each TIN but we only need one contract per organization.

Q47: When will my Provider Participation Agreement with the ICNF be effective?

A47: Once the ICNF has executed the contract with Sunshine a PPA attachment will specify contract parameters and include a start date.

Q48: Will a percentage of our VBP be taken to help pay for the ICNF?

A48: No

Q49: Will we be able to negotiate our own contracts through the ICNF? Or is it one standard contract?

A49: There will be some flexibility with ICNF contracts, however, to ensure the best contract can be secured between ICNF and health plans then passed along to ICNF network providers, consistency with contracts will be needed.

Q50: What happens if we have a low performing team? What if we don't hit any of our targets? How would it impact the network?

A50: It will be the responsibility of the ICNF to help provide support to low-performing providers. However, if a provider's performance doesn't improve, that provider may be asked to leave the ICNF pending the results of a corrective action plan.

Q51: If our organization is already contracted with Sunshine, do we need to re-credential?

A51: No, if you are currently credentialed with Sunshine, you do not need to re-credential.

Q52: We often refer clients to other behavioral health organizations who offer services outside of our scope. If that BHO doesn't contract through the ICNF, can I still refer clients to them?

A52: Yes, whether a BHO contracts through ICNF, directly with Sunshine, or another health plan, you will be able to refer clients to that provider if they are in-network with that plan.

Q53: What risk am I taking by signing the Provider Participation Agreement through the ICNF?

A53: There is not believed to be a risk associated with signing the Provider Participation Agreement. If for some reason the ICNF were to dissolve, Sunshine will agree to accept this agreement. The agreement allows providers up to 30 days to opt out of a network, if desired.

Q54: What are the ICNF Reference Materials noted in the contract? Do we have access to those yet?

A54: The ICNF Reference Materials are the Sunshine provider and billing manuals until the ICNF develops its own provider and billing manuals (in advance of anticipated go live).

Q55: Will a client (a covered beneficiary) be covered by all the MMAs in the network or are they still only covered by their individual plan?

A55: Clients will only be covered by their individual health plan.

Q56: Will my participation in the ICNF prohibit participation in other agreements with other plans?

A56: No, this is not an exclusive agreement. The ICNF encourages you to sign agreements with other health plans until there is an arrangement with the ICNF. To start, this agreement will only cover Sunshine.

Q57: How will the ICNF achieve desirable terms for all providers when each provider has different needs? Will providers be involved in this process?

A57: The ICNF Board is responsible for ensuring the contracts agreed to are as favorable as possible and meet the needs of the providers represented within the ICNF.

Q58: Who should I send my Provider Participation Agreement to and/or contact if I have questions?

A58: Please direct questions to Jason Lefmann at ICNF-Contracting@centene.com.

Q59: What does it mean to be a Behavioral Health Partners of Florida member?

A59: Behavioral Health Partners of Florida is organized as a limited liability company (LLC) so its owners are designated as "members."

Q60: Do I have to be a member of Behavioral Health Partners of Florida to participate in the ICNF?

A60: No, organizations are not required to become members of Behavioral Health Partners of Florida. We believe ICNF's success is dependent on provider expertise. Providers who do not wish to be Behavioral

Health Partners of Florida members may choose to be contracted providers of the ICNF instead (see Benefits Grid to see differences in membership versus contracting with the ICNF).

Q61: Will there be an opportunity for me to become a Behavioral Health Partners of Florida member in the future?

A61: There may be an opportunity to become a member in subsequent years as determined by the ICNF Board. Any new Behavioral Health Partners of Florida member will need to be recommended by two then-current members and approved by the ICNF Board by a supermajority vote including the approval of Centene.

Q62: Can a consortium or provider network become a Behavioral Health Partners of Florida member?

A62: No

Q63: Does my organization have to be a member of the Florida Behavioral Health Association (FBHA)?

A63: No, FBHA membership is preferred but not required to be a member or contracted provider with ICNF.

Q64: If you are a member of FBHA are you automatically in the ICNF?

A64: No

Q65: Can Behavioral Health Partners of Florida limit which providers (how many and who) contract with ICNF?

A65: The decision whether and how to limit participation is a decision for the ICNF Board.

Q66: Who manages the finances of Behavioral Health Partners of Florida?

A66: As part of its contract with ICNF, FBHA will serve as the financial managers of Behavioral Health Partners of Florida and will provide financial statements to its members.

Q67: Will Behavioral Health Partners of Florida members have some say in setting the capitation rate?

A67: Yes, members will have input in governance decisions. Half of the ICNF Board will be comprised of Behavioral Health Partners of Florida representatives and the Board and its committee members will be actively involved in reviewing and approving contracts executed and offered through ICNF. Capitation rates will reflect scope and type of services an organization offers.

Q68: Who do I contact if I am interested in becoming a Behavioral Health Partners of Florida member or contracted provider of ICNF?

A68: Please contact Melanie Brown-Woofter, President/CEO of Florida Behavioral health Association at melanie@floridabha.org or 850-224-6048.

Q69: What are the differences in the model for Behavioral Health Partners of Florida members and contracted providers?

A69: Please refer to the benefits grid for the differences between Behavioral Health Partners of Florida members and contracted providers.

Behavioral Health Partners of Florida

FAQs

Q1: Is being a Behavioral Health Partners of Florida member the same as being an owner of ICNF?

A1: Yes, indirectly. A provider who chooses to invest equity and participate in Behavioral Health Partners of Florida will be an indirect owner of ICNF by virtue of the 50% ownership of ICNF by Behavioral Health Partners of Florida.

Q2: What happens if an organization becomes a member of Behavioral Health Partners of Florida and then decides it is not for them? What happens with the capital contribution for the rest of Behavioral Health Partners of Florida's members?

A2: Members may choose to voluntarily withdraw from Behavioral Health Partners of Florida. If they choose to do so before the ICNF has been operational for three (3) years, the members will lose their investment in Behavioral Health Partners of Florida. If members withdraw after three (3) years, the members will receive the then-current market value of their investment. Behavioral Health Partners of Florida will retain the rights on the timing and disbursement of those funds. An organization may not be reconsidered for membership for at least another 18 months after withdrawal. Behavioral Health Partners of Florida will maintain 50% ownership of the ICNF regardless of the number of Behavioral Health Partners of Florida members.

Q3: Can an organization invest more equity than the initial capital requirement and receive a larger equity stake in Behavioral Health Partners of Florida?

A3: No. To begin with, all organizations will have equal equity and ownership of Behavioral Health Partners of Florida.

Q4: If a non-profit BHO joins Behavioral Health Partners of Florida as a member, will there be tax implications to the BHO?

A4: The ICNF will use good faith efforts to structure all payments to Behavioral Health Partners of Florida members as payments earned through the members' Provider Participation Agreements to limit unrelated business income. Each Behavioral Health Partners of Florida member should consult with its own tax attorney to determine the tax implications of any earnings from the ICNF.

Benefits Grid

All numbers are examples only and will be determined as contracting is finalized

	Behavioral Health Partners of Florida Members (Provider Equity Owners)	Non-Member Contracted Providers (ICNF Participating Providers Only)	BH Providers not contracted with ICNF
Contract and Model Decision-making	Through representation on the ICNF Board of Managers, Provider Equity Owners participate in oversight and decision-making including: • Contracting with MMAs and providers • Distribution of ICNF profit/shared savings • Utilization management guidelines • MSO compliance with contractual responsibilities • Recommendations for the clinical/care management model	None	None
VBP (Value-Based Payment) Arrangements	At least two VBP options will be offered. Examples may include: • 90-95% ICNF contracted rate plus enhanced performance incentives, e.g. 115%+ of ICNF contracted rate* • Per Member Per Month (PMPM) – Outpatient behavioral health sub-capitation rate **All numbers are illustrative only and do not represent any contractual intent or obligation; ICNF fee schedule TBD*	At least two VBP options will be offered. Examples may include: • 100% ICNF contracted rate plus performance incentives, e.g. 105% of ICNF contracted rate* • 90-95% ICNF contracted rate plus performance incentives • Per Member Per Month (PMPM) – Outpatient behavioral health sub-capitation rate **All numbers are illustrative only and do not represent any contractual intent or obligation; ICNF fee schedule TBD*	Business as usual with health plans

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	Behavioral Health Partners of Florida Members (Provider Equity Owners)	Non-Member Contracted Providers (ICNF Participating Providers Only)	BH Providers not contracted with ICNF
Enhanced Reimbursement Opportunity (Shared Savings)	Provider Equity Owners eligible for enhanced reimbursement (shared savings) through reductions in Total Cost of Care (TCOC)	None	None
Access to Data	• Provider Equity Owners receive their own performance data plus comparison data to other ICNF providers • Provider Equity Owners receive ICNF-level reports, including management and financial reports Examples of data to be provided include: Claims, cost per beneficiary and service, ED and inpatient utilization, medical utilization, predictive analytics	Contracted providers receive access to their own performance data, benchmarked against overall ICNF performance. Examples of data to be provided include: Claims, cost per beneficiary and service, ED and inpatient utilization, medical utilization, predictive analytics	Business as usual with health plans
Care Management (CM)	ICNF may offer a PMPM for CM activities to Provider Equity Owners	ICNF may offer task specific rates for completion of CM activities	Business as usual with health plans
	Rates may be offered to cover tasks such as: • Health Risk Assessment (HRA)/Health Risk Screen (HRS) completion • Care plan completion • Case conference with MMA CM team • Updated/accurate contact info • Location of beneficiaries lost to care • Outreach to high cost beneficiaries plan cannot engage	Rates may be offered to cover tasks such as: • HRA/HRS completion • Care Plan completion • Case conference with MMA CM team • Updated/accurate contact info • Location of beneficiaries lost to care • Outreach to high cost beneficiaries plan cannot engage	Business as usual with health plans

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	Behavioral Health Partners of Florida Members (Provider Equity Owners)	Non-Member Contracted Providers (ICNF Participating Providers Only)	BH Providers not contracted with ICNF
Client Assignment	Assignment is driven by client preference through claims data. ICNF clients will be assigned to Provider Equity Owners over contracted providers if claims at more than one provider organization contracted with the ICNF.	Assignment is driven by client preference through claims data. ICNF clients will be assigned to contracted providers based on claims with the contracted provider.	Business as usual with health plans
Population Health Management IT Tools	Financial support (subsidy offered) and/or preferred pricing for access/interface with population health IT tools. Initial budget allocated: up to $500,000	Contracted providers may be required to pay for access/interface to population health IT tools.	Business as usual with health plans
Innovation Reserves	Provider Equity Owners may receive additional compensation for innovative models Initial budget allocated: up to $250,000	Clients potentially benefit from ICNF innovations	Health plan beneficiaries potentially benefit from ICNF pilots

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	Behavioral Health Partners of Florida Members (Provider Equity Owners)	Non-Member Contracted Providers (ICNF Participating Providers Only)	BH Providers not contracted with ICNF
Practice Transformation/Technical Assistance Support	No fees charged for training/technical assistance provided by the ICNF Provider Equity Owners could receive payment for training provided to ICNF network providers e.g. Provider Equity Owner has expertise achieving specific performance metrics and provides a webinar to all network providers at the request of the ICNF	No fees charged for training/technical assistance provided by the ICNF Contracted providers may be offered more limited training/technical assistance opportunities than Provider Equity Owners	BH Providers pay 100% fee for ICNF training/support Health plans may provide training
Bi-Directional Portal/Population Health Platform	No cost for access to the bi-directional portal* Provider Equity Owners receive access to: • Claims data (behavioral health and physical health) • Real-time ADT notifications for hospital, inpatient, and ED visits* • Risk scores • Care gaps • HRA/HRS • Care Plan • Authorization look-up • Eligibility/verification *Functionality/availability may vary based on payer/MMA	No cost for access to the bi-directional portal* Contracted providers receive access to: • Claims data (behavioral health and physical health) • Real-time ADT notifications for hospital, inpatient, and ED visits* • Risk scores • Care gaps • HRA/HRS • Care Plan • Authorization look-up • Eligibility/verification *Functionality/availability may vary based on payer/MMA	Business as usual with health plans

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	Behavioral Health Partners of Florida Members (Provider Equity Owners)	Non-Member Contracted Providers (ICNF Participating Providers Only)	BH Providers not contracted with ICNF
Administrative Simplification	As ICNF contracts with additional MMAs administrative efficiencies will result, including: • Streamlined contracting and negotiation • Improved cash flow • Simplified claims submission; one place to submit all BH claims • One call center; MMA agnostic • Consistent UM rules • Consistent payment standards • Standardized workflows with all MMAs • Consistent provider representative for any plan contracted through ICNF	As ICNF contracts with additional MMAs administrative efficiencies will result, including: • Streamlined contracting and negotiation (one contract to serve MMAs contracted provider chooses to be in network with) • Simplified claims submission; one place to submit all BH claims • One call center; MMA agnostic • Consistent UM rules • Consistent payment standards • Standardized workflows with all MMAs • Consistent provider representative for any plan contracted through ICNF	Business as usual with health plans

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EXHIBIT F

SUBSCRIPTION AGREEMENT

BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC

_____, 20__

To: Behavioral Health Partners of Florida, LLC

The undersigned entity hereby subscribes for the number of limited liability company units/membership interests (the "Membership Interests") in Behavioral Health Partners of Florida, LLC, a Florida limited liability company (the "Company"), as indicated below on the signature page, and also hereby agrees to deliver the aggregate consideration for such Membership Interests, as indicated below on the signature page. The total amount of cash consideration is payable in full upon execution of this Subscription Agreement. Check(s) or wire(s) in full payment of such consideration have already been delivered to the Company, or a check in full payment is enclosed, payable to the order of "Behavioral Health Partners of Florida, LLC."

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amended and Restated Operating Agreement of the Company, dated _____, 20__ (the "Operating Agreement").

The undersigned understands, acknowledges, and agrees that:

1. This subscription is irrevocable and subject to acceptance or rejection by the Company, in its sole discretion. The Company may accept or reject a portion of this subscription in order to provide that all subscribers in the offering receive the same number of Membership Interests. Further, the Company may in its sole discretion terminate this subscription if there are less than twenty (20) subscribers and/or if the amount of capital raised in this offering is less than One Million Dollars ($1,000,000). The undersigned has carefully read (i) the Operating Agreement, and (ii) the Private Placement Memorandum for Membership Units of the Company (the "Private Placement Memorandum"). The undersigned hereby confirms that the undersigned has been granted the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this issuance of Membership Interests in the Company. The undersigned represents that the undersigned has been granted an opportunity to obtain any additional information deemed necessary to verify the accuracy of the information contained herein.

2. The undersigned acknowledges that upon the full execution hereof and acceptance of this subscription by the Company, the undersigned will be a Member of the Company, and the current Members and the undersigned's percentage interest in the Company will be based on the total number of Subscribers and shall range from 2.5% (based on 40 Subscribers) to 5% (based on 20 Subscribers) but may be a lesser percentage if there are more than 40 Subscribers (for example if there are 50 subscribers, the undersigned's percentage interest shall be 2%).

3. The undersigned agrees that its aggregate cash purchase price for the Membership

Interests is payable in full upon execution of this Subscription Agreement. The price paid by the undersigned will be refunded if the Company rejects or otherwise does not accept this subscription or if this subscription is terminated by the Company under Section 1 above. In the event of partial acceptance of this subscription, a partial refund shall be made to the subscriber.

4. All or any part of the Membership Interests for which the undersigned is hereby subscribing may not be transferred unless they have been registered under the Securities Act of 1933, as amended (the "Act") and applicable state securities laws (including without limitation the laws of the State of Florida), or unless exemptions from registration are available. The undersigned recognizes that the Company and its representatives have made no representations with respect to registration of the Membership Interests under the Act or the laws of the State of Florida or compliance with any requirements for exemption and, as a result, that the undersigned must be prepared to bear the economic risk of the investment for an indefinite period of time, that the undersigned must be able to bear the loss of the entire investment, and, in particular, that the Company has not undertaken to redeem or repurchase Membership Interests except in certain limited circumstances as explicitly set forth in the Operating Agreement.

5. The Operating Agreement has additional restrictions on the transfer of Membership Interests. A registration statement relating to the Membership Interests has not been filed with any federal or Florida securities authorities, and no securities or regulatory authority in such state and no federal regulatory authority has passed on or endorsed the merits of the Membership Interests subscribed for hereunder.

6. The undersigned acknowledges that all documents, records, and books pertaining to this investment have been made available for inspection by its attorney, its accountant, and the undersigned, and that the books and records of the Company shall be available upon reasonable notice for inspection during reasonable business hours.

7. The undersigned hereby represents, warrants, and covenants that:

(a) The undersigned is acquiring the Membership Interests for its own account, for investment, and not with a view to resale or distribution. The undersigned shall not sell, hypothecate, transfer, or otherwise dispose of all or any portion of the Membership Interests unless they have been registered under the Act and applicable state securities laws or, in the opinion of counsel for the Company, exemptions from the registration requirements of the Act and applicable state securities laws are available.

(b) The undersigned has adequate means of providing for its current needs and contingencies, has no need for liquidity of this investment, and can afford the economic risk of a loss of the entire investment.

(c) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to its net worth, and the investment in the Membership Interests shall not cause such overall commitment to become excessive.

(d) The undersigned is not prohibited from directly or indirectly acquiring the Membership Interests by any covenant not to compete or any other contractual or legal prohibition or commitment. This Subscription Agreement, the Operating Agreement, and any

and all other agreements, documents, and instruments ancillary hereto do not conflict with or otherwise violate any court order, agreement, or other instrument to which the undersigned is bound. The undersigned is authorized to enter into such agreements and agrees to be bound thereby upon the Company's acceptance of this subscription.

(e) The undersigned is an "accredited investor," as such term is defined by the Securities Exchange Commission.

(f) The undersigned knows of no reason why the undersigned would not qualify to own the Membership Interests under the terms of the Operating Agreement. Moreover, if the undersigned becomes aware of any such reason or if any such reason comes into existence after its execution hereof, the undersigned will immediately inform the Company in writing. The undersigned represents that it satisfies any and all eligibility requirements for an investor as set forth in the Operating Agreement and as are applicable pursuant to its terms.

8. The undersigned recognizes that investment in the Company involves certain risks, and the undersigned has taken full cognizance of, and understands all of the risk factors related to, the purchase of the Membership Interests and inherent in the business of the Company, including, without limitation, the risks described above and those set forth in the Private Placement Memorandum. The undersigned is able to bear the economic risk of investment in the Company. The undersigned represents that it is fully capable of evaluating the merits and risks of an investment in the Company. The undersigned has retained or has had the opportunity to retain its own professional advisors to review and evaluate the economic, tax, and other consequences of an investment in the Company, and the undersigned understands that any information furnished by the Company is not legal or tax advice to the undersigned.

9. The undersigned has read and understands the Operating Agreement. Upon the Company's acceptance of this Subscription Agreement, the undersigned subscriber hereby agrees to be subject to and bound by the terms and provisions of the Operating Agreement, including, without limitation, any restrictive covenants set forth therein and applicable to such subscriber.

10. The undersigned acknowledges that the Company is being formed as a Florida limited liability company in order to invest in and be a fifty percent (50%) member in Integrated Care Network of Florida, LLC, a Delaware limited liability company (the "IPA") as described in the Operating Agreement and Private Placement Memorandum. The other fifty percent 50%) equity owner in the IPA will be Centene Management Company, LLC or one of its affiliates ("Centene"). The only material asset of the Company will be the Company's Units representing fifty percent (50%) ownership of the IPA. The rights and obligations of the Company as a fifty percent (50%) member in the IPA will be as set forth in the Amended and Restated Operating Agreement for the IPA, as described in the Private Placement Memorandum. The IPA will enter into a Management/Administrative Services Agreement with Envolve, an affiliate of Centene as set forth in the Private Placement Memorandum.

11. The undersigned has substantial investment experience in making investment decisions of the type contemplated hereby and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company. All information provided in the Investor Suitability Questionnaire annexed hereto

(the "Questionnaire") is complete and correct as of the date set forth on my signature page hereto, and if there should be any material change in such information prior to the issuance of the Membership Interests, the undersigned shall immediately provide such information to you.

12. Notwithstanding the submission by the undersigned of the Questionnaire, the undersigned agrees and acknowledges that the Company has not "offered" the Membership Interests under any federal or Florida securities laws, or alternatively, that this is an offering exempt from registration under applicable federal and Florida securities laws. In addition, the undersigned is acquiring the Membership Interests without being furnished any offering literature, prospectus, or any other form of general solicitation or general advertising, and the undersigned has been given no oral or written representations or assurances by the Company or any representative of the Company in connection with this investment other than as set forth herein or in the Private Placement Memorandum.

13. The address set forth in the Questionnaire is the undersigned's true and correct address, and the undersigned has no present intention of becoming a resident of any other state or jurisdiction.

14. The undersigned hereby certifies that the undersigned is organized under U.S. federal or state law, and that the undersigned's income from all sources is either subject to U.S. federal income tax or is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. The undersigned agrees to notify the Company within sixty (60) days of any change in such status.

15. A check drawn to the order of "Behavioral Health Partners of Florida, LLC" in the full amount of consideration for the Membership Interests subscribed for hereunder is enclosed or such full amount has already been delivered to the Company.

16. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed within the State of Florida. Venue of any action to enforce the terms of this Agreement shall be in Leon County, Florida.

17. If the undersigned subscriber breaches any of the agreements, representations, or warranties which the subscriber has made in this Subscription Agreement, the subscriber shall indemnify and hold harmless the Company (and its respective employees, agents, and affiliates) against any claim, liability, loss, damage, or expense (including attorneys' fees and other costs of investigating and litigating claims) caused, directly or indirectly, by the subscriber's breach.

18. This Subscription Agreement constitutes the entire agreement between or among the parties and supersedes any prior agreements or understanding between or among them regarding the subject matter hereof. No waiver of any breach or condition of this Subscription Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

19. This Subscription Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns; provided that, this Subscription Agreement may not be assigned by the subscriber without the Company's prior written consent.

20. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record, and publish such further certificates, instruments, agreements, and other documents and to take all such further action as may be required by law or be necessary or appropriate in order to carry out the provisions of this Subscription Agreement.

21. This Subscription Agreement, the Operating Agreement, and the other agreements referenced herein (collectively, the "Documents") are personal to each offeree and do not constitute any offer to any other person or entity. Each prospective purchaser by accepting delivery of the Documents, agrees not to disclose to anyone, other than its professional advisors, the contents of the Documents, to make no copies of the Documents, and if the offeree does not purchase any Membership Interests, to return the Documents to the Company.

22. The undersigned represents and warrants that execution and delivery of this Agreement by the undersigned subscriber and the performance of its obligations hereunder have been duly authorized by all requisite action. Furthermore, the undersigned signatory signing on behalf of the undersigned subscriber represents and warrants that he/she has the requisite authority to sign this Agreement on behalf of such subscriber.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

Dated: _____, 20__

Number of Units Subscribed For: 25

Percentage of Membership Interests in the Company Subscribed For: Variable based on the number of subscribers as set forth in Section 2 above

Price Per Unit: $2,000.00

Aggregate Cash Purchase Price: $50,000.00

By signing below, the undersigned subscriber hereby subscribes for the number of Units in the Company set forth above on this signature page, and the undersigned subscriber hereby executes the Subscription Agreement as of the date above.

NAME OF SUBSCRIBER: _____
(print name of subscriber entity)

Signature: _____
(signature of an authorized officer of subscriber entity)

Title: _____
(the title of the authorized signatory is printed on this line)

The undersigned hereby accepts the Subscription Agreement Signature Page(s), and accordingly, subject to acceptance or rejection of this subscription by the Company, in its sole discretion, in whole or in part, and subject to the right of the Company in its sole discretion to terminate this subscription if there are less than twenty (20) subscribers and/or if the amount of capital raised in this offering is less than One Million Dollars ($1,000,000), the undersigned shall be accepted as a Member of the Company.

Behavioral Health Partners of Florida, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

Date: _____, 20___

CONFIDENTIAL INVESTOR SUITABILITY QUESTIONNAIRE
BEHAVIORAL HEALTH PARTNERS OF FLORIDA, LLC

(1) Name of Subscriber: _____

Taxpayer Identification Number of Subscriber: _____

(2) Address of Subscriber: _____
_____. County: _____

Business Telephone Number: _____

(3) Is the Subscriber an "accredited investor" as defined by the Securities Exchange Commission? (_____) Yes (_____) No

(4) Does the Subscriber possess sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its proposed investment? (_____) Yes (_____) No

(5) Is the Subscriber able to bear the economic risk of a complete loss of its investment? (_____) Yes (_____) No

(6) Is the Subscriber a nationally accredited provider of community-based behavioral health services, at minimum behavioral health services that treat chronic behavioral health issues in the State of Florida?
(_____) Yes (_____)

(7) Has the Subscriber ever been or is the Subscriber excluded from participation in Medicare, Medicaid, or any other federal or state health care program? (_____) Yes (_____) No

(8) Was the Subscriber formed for the purpose of investing in the Membership Interests? (_____) Yes (_____) No

(9) Does the entity have total assets (not reduced by liabilities) in excess of $5,000,000? (_____) Yes (_____) No

(10) If the answer to #9 above is No, are all of the owners of the entity "accredited investors"? (_____) Yes (_____) No

The undersigned represents that the foregoing information is true and correct.

_____
Name of Subscriber

By: _____

Name:_____
Title:_____

4845-3219-4732, v. 14840-8755-0379, v. 1