

A PARTNERSHIP FOR A MORE EFFICIENT JACKSON

This Agreement is entered into this 25 day of February, 2010 by and between the Public Health Trust/Miami-Dade County/Jackson Health Systems (collectively "PHT") and Service Employees International Union Local 1991 ("SEIU").

WHEREAS, the PHT reports a pending serious financial crisis that threatens the stability of PHT; and,

WHEREAS, SEIU has a long record of collaborative efforts and advocacy on behalf of patients, healthcare workers and public healthcare; and,

WHEREAS, the parties desire to work collaboratively on an urgent joint partnership project to expeditiously ascertain potential actions and models to assure short term survival as well as long term sustainability of the PHT for the greater good of the community,

IT IS therefore agreed to as follows:

1. The parties agree to meet as often as needed on an expedited basis (inclusive of nights, weekends and holidays) for a forty-five (45) day period beginning March 1, 2010 to explore, discuss, identify and model actions to address the short time financial challenges and the long term sustainability of the PHT. This forty-five (45) day period may be extended in writing by mutual agreement.
2. The parties will bring their chief officers, financial consultants, and key advisors to the partnership meetings.
3. At all sessions each party shall have present a decision maker who possesses the authority to make binding decisions (subject to the approval process, when necessary, of each parties' governing bodies).
4. Either side's request for a meeting must be accepted and scheduled within forty-eight (48) hours of the requested meeting (including weekends and holidays).

5. All SEIU requests for data, financial records (including underlying primary documents), financial analyses, models, computer runs, contracts, billings, audits and other public records (as defined by Florida Statutes, Chapter 119) shall be provided within twenty-four (24) hours of the request (whether written or oral) at no charge.

6. By mutual agreement the parties may create project sub-committees to meet regarding technical specialty matters. However, such sub-committees shall have no authority to make agreements for the parties.

7. In order to partially recognize SEIU's inordinate expenditures for this process as well as its needs to expend around the clock efforts in order to gather frontline healthcare workers' feedback and cost savings suggestions, the PHT agrees:

a. To immediately execute the SEIU President Release Contract.

b. To provide 100K days (PHT paid) to be utilized by SEIU selected workplace leaders to solicit frontline feedback. These K days are over and above those days provided for in the parties' three collective bargaining agreements.

c. To resolve as many arbitrations as possible that are existing between the parties so that each party can concentrate their time on the partnership project. As a result an eight (8) hour meeting is set for March 10, 2010 as an attempt to settle grievances/arbitrations. At the end of the session all settlements will be fully drafted and executed. Any unresolved arbitrations shall be scheduled before mutually selected arbitrators (as chosen by the parties' respective attorneys by March 11, 2010). All cases will be heard within ninety (90) days. This procedure is being done on a one time basis and sets no precedent between the parties.

8. SEIU shall be invited to attend and present at all PHT Board meetings and sub-committee meetings.

9. SEIU shall have access to all talks, discussions, explorations, modeling, negotiations and meetings regarding the healthcare and/or financial future of the PHT. SEIU acknowledges that this full access does not in any way grant SEIU any authority or powers beyond those contained in the parties' collective bargaining contracts or provided by law.

10. The PHT agrees to fully cooperate with SEIU's consultants including the Sibery Group and Sellers Dorsey. The PHT shall assign a point person(s) to coordinate the requests for documents, financial records, meetings and on site visitations made by these two consulting groups so that they may begin their work immediately.

11. The parties agree to jointly travel to Washington, D.C. within ten (10) days and to collaborate on the SEIU suggested plan to secure additional Medicaid funding for PHT with a target goal of \$50 million. The parties shall jointly advocate for this additional new revenue.

12. The parties may distribute two (2) separate, but jointly approved, press statements regarding this Agreement.

13. PHT shall develop and present all proposed financial and operational plans of short term recovery and/or long term sustainability (inclusive of all component transactions) to SEIU at least five (5) days prior to announcement or implementation. Such developed plans will at least consider the seeking of concessions from PHT outside vendors, lawyers, service providers, consultants, financial advisors, advertising agencies, UM, third party insurers, and any other entity to whom PHT expends funds. This timeline does not waive any timelines provided for under the parties' collective bargaining agreements.

14. PHT shall not layoff any SEIU bargaining unit member during the forty-five (45) day meeting period. Further, the PHT shall not contract out any medical services provided by SEIU bargaining unit members during this same period. Nothing in this paragraph is a waiver, or an acknowledgement, by SEIU that PHT has the legal right to effectuate layoffs or contract out bargaining

unit work in the future. Conversely, PHT maintains its position and/or defenses that it has the right to take such action in the future if such actions are not in violation of the parties' collective bargaining agreements, the law or PHT policy and procedure.

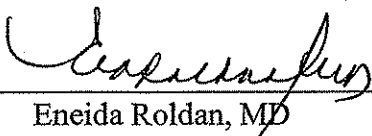
15. Participation in this Partnership Project is not considered negotiations or collective bargaining in any fashion and is not part of the Florida Statutes, Chapter 447 procedure. It is merely a joint labor management process.

16. This Agreement sets no precedent between the parties. Neither party is obligated to reach any agreements pursuant to this partnership and are only bound to the terms of this Agreement itself.

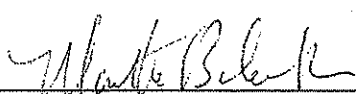
17. This Agreement and any disputes hereunder shall be enforced and resolved through final and binding arbitration before Arbitrator Robert Hoffman. All disputes shall be heard on an expedited basis (including by telephonic hearing) within forty-eight (48) hours of the claim or grievance. The Arbitrator shall provide bench rulings within one (1) hour of the close of the hearing. Such decisions will thereafter be reduced to writing. The parties shall evenly split the costs of the Arbitrator.

18. This Agreement in no way or manner changes the parties' collective bargaining agreements.

Public Health Trust/Miami-Dade County/
Jackson Health System

By: 
Eneida Roldan, MD
CEO

Service Employees International Union
Local 1991

By: 
Martha Baker, RN
President