LOBBYIST SERVICES AGREEMENT

BETWEEN

NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH

AND

BALLARD PARTNERS, INC.

This Lobbyist Services Agreement ("Agreement") by and between the **North Broward Hospital District d/b/a Broward Health,** a special taxing district of the State of Florida ("Broward Health"), and **Ballard Partners, Inc.** ("Lobbyist") is effective upon the date of the last signature of the parties to this Agreement, whichever is later (the "Effective Date").

RECITALS

WHEREAS, Broward Health is a special taxing district duly organized pursuant to the laws of the State of Florida with the authority to contract for services, and Broward Health desires to have certain Services performed by Lobbyist as set forth herein;

WHEREAS, Lobbyist agrees to perform these Services for Broward Health under the terms and conditions set forth in this Agreement;

WHEREAS, Lobbyist has reviewed Broward Health's Lobbying and Lobbyist Activities Policy governing the performance of such Services; and

WHEREAS, the parties recognize that the negotiation, commencement and performance of this Agreement is subject to substantial State and Federal regulation and that they will at all times endeavor to comply with all applicable regulations.

NOW THEREFORE, for and in consideration of the mutual terms, conditions, covenants, agreements, and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise defined herein or clearly required by the context in which such term is used.

1.1 Agreement. The term "Agreement" shall mean this Lobbyist Services Agreement and any amendments thereto as may be from time to time adopted, as hereinafter provided.

1.2 Board. The term "Board" shall mean the Board of Commissioners of the North Broward Hospital District.

1.3 CEO. The term "CEO" shall mean the person holding the position currently titled "President and Chief Executive Officer" of Broward Health, or such other title as may be hereinafter adopted to describe the chief executive exercising overall authority with respect to the day-to-day operation and management of Broward Health, or his or her designee.

1.4 Contract Administrator. The term "Contract Administrator" shall mean Broward Health's Vice President of Government Relations & Community Affairs. In the administration of this Agreement, as contrasted with matters of Broward Health policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.5 Services. The term "Services" shall mean the Lobbyist Services as set forth in this Agreement and more fully described in Article 4.

1.6 State. The term "State" shall mean the State of Florida.

ARTICLE 2
RECITALS

The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.

ARTICLE 3
TERM

The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date ("Term"). This Agreement may be extended for additional terms upon the mutual written consent of the parties.

ARTICLE 4
SCOPE OF SERVICES

4.1 Lobbyist shall provide professional lobbying Services before State legislative bodies, governmental bodies, agencies, departments, office, boards, commissions, and other governing bodies of the State (collectively, "State Government Entities") at the direction of the CEO and the Contract Administrator.

4.2 Lobbyist shall secure sponsors for bills, codes, resolutions, amendments and/or any other legislation or regulation as necessary to accomplish Broward Health's legislative goals. Lobbyist shall effectively communicate Broward Health's legislative priorities and issues to members of the State Government Entities, and identify any areas of potential concern or opportunity for obtaining passage of Broward Health's legislative priorities and other matters which, from time to time, may arise.

4.3 Lobbyist shall attend team strategy meetings, legislative committee meetings, briefings, and hearings concerning all matters assigned pursuant to Section 4.1 that may potentially impact Broward Health, and such other meetings as directed by the Contract Administrator or his or her designee.

4.4 Lobbyist shall consult with the CEO and Contract Administrator regarding any legislative or executive matter which may have an impact upon Broward Health, and take any necessary action, as directed and determined by the Contract Administrator.

4.5 Lobbyist shall submit written reports recording the activities of Lobbyist and progress as to matters assigned under Section 4.1, Broward Health's legislative priorities, and other issues as requested by the Contract Administrator.

4.6 Lobbyist shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. Lobbyist shall comply with Broward Health's General Administrative Policy regarding Lobbying and Lobbyist Activities, attached hereto as Exhibit A and incorporated herein by this reference. In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations. Lobbyist agrees that the negotiation, commencement and performance of this Agreement is subject to substantial State and Federal Regulation and warrants that it will, at all times, comply with all the applicable regulations.

4.7 Lobbyist agrees that each person engaged by Lobbyist to provide Services pursuant to this Agreement shall have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such Services to Broward Health's satisfaction for the agreed upon compensation. Lobbyist agrees that, prior to assigning any person so engaged to provide Services, Lobbyist shall disclose to the Broward Health, in writing, the name of each person engaged, and shall require that each person execute a Conflict of Interest Disclosure form which shall be delivered to the Contract Administrator. Lobbyist agrees that performance under this Agreement is contingent upon Lobbyist assigning a person that is satisfactory to Broward Health. If the person assigned to perform Services under this Agreement is unacceptable to Broward Health, Lobbyist shall provide another person to provide Services under this Agreement who is acceptable to Broward Health, in its sole discretion.

4.8 Lobbyist agrees that its duties, obligations, and Services set forth herein shall be provided in a skillful and respectable manner. The quality of Lobbyist's performance and all interim and final product(s) provided to or on behalf of Broward Health shall be comparable to the best local and national standards.

ARTICLE 5
COMPENSATION

5.1 Broward Health agrees to pay Lobbyist the amount of Fifty Thousand Dollars ($50,000) annually for Services actually performed and completed pursuant to the terms and

conditions of this Agreement, which amount shall be accepted by Lobbyist as full compensation for all such Services. Lobbyist understands and agrees that Lobbyist shall not be entitled to and shall not receive any compensation under this Agreement for Services that may be provided prior to the full execution of this Agreement by both parties. The compensation due Lobbyist shall be paid in equal monthly payments provided Lobbyist has demonstrated compliance with the terms of this Agreement. Except as provided by addendum to this Agreement, the compensation rate includes all expenses incurred by Lobbyist in performance of Services pursuant to this Agreement. The term "Expenses" includes, but is not limited to, all fringe benefits, overhead costs, profits, secretarial costs, daily office expenses, long distance communication, courier expenses, including overnight deliveries, and other direct non-salary expenses.

5.2 Compensation set forth under Section 5.1 shall be payable to Lobbyist in twelve (12) equal monthly payments of Four Thousand One Hundred Sixty-Six and 67/100 ($4,166.67). All invoices shall be submitted to the North Broward Hospital District, 1800 NW 49th Street, Fort Lauderdale, FL 33309, attention Government Relations/Community Affairs Department. Checks will be processed monthly, following the month in which Services were provided, upon receipt of an undisputed invoice from Lobbyist detailing the contract number, the number of hours worked on behalf of Broward Health, and a brief description of issues worked on. Broward Health reserves the right to reject any invoice which fails to adequately describe the Services rendered by Lobbyist. In the event that Broward Health rejects an invoice, the Lobbyist shall submit a revised invoice within twenty (20) calendar days of being notified of the rejected invoice. Lobbyist's final invoice shall be submitted no later than sixty (60) calendar days following the termination or expiration of this Agreement, regardless of cause.

5.3 Broward Health shall remit payment for the Services described in the statement within thirty (30) calendar days of accepting Lobbyist's statement. Upon written notice to Lobbyist, Broward Health may withhold payment to Lobbyist, in whole or in part, for Lobbyist's failure to comply with a term, condition or requirement of this Agreement. Thereafter, the withheld amount(s) shall be paid upon Lobbyist's satisfactory demonstration of compliance to the Contract Administrator. All amounts paid by Broward Health to Lobbyist shall be subject to audit by Broward Health. All terms of payment shall be subject to Florida's Local Government Prompt Payment Act, sections 218.70-218.80, Florida Statutes.

5.4 Any reimbursement of travel expenses under the Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Lobbyist upon request.

5.5 Payment shall be made to Lobbyist at:

Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

FEI # 59-3499504

ARTICLE 6
AUDIT AND PUBLIC RECORDS RETENTION

6.1 Lobbyist has been advised that Broward Health and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes) and agrees to maintain all records necessary to comply with the requirement of such laws and for the proper supervision of the Services performed pursuant to this Agreement. Lobbyist agrees to comply with all Broward Health policies and procedures in observing the requirements of said laws.

6.2 Broward Health shall have the right to audit the books, records and accounts of the Lobbyist that are related to the performance of Services pursuant to this Agreement. Lobbyist shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Lobbyist shall preserve and make available at reasonable times for examination and audit by the Broward Health, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statues), if applicable, and, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Broward Health to be applicable to Lobbyist's records, Lobbyist shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Lobbyist. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for Broward Health's disallowance and/or recovery of any payment upon such entry.

6.3 **PUBLIC RECORDS.** In order to comply with Florida's public records laws:

a. Lobbyist shall keep and maintain public records required by Broward Health to perform the Services required under this Agreement.

b. Upon request from Broward Health's custodian of public records, Lobbyist shall provide Broward Health with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Lobbyist shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's Term and following completion of the Agreement if Lobbyist does not transfer the public records to Broward Health.

d. Upon completion of the Agreement, Lobbyist shall transfer, at no cost to Broward Health, all public records in possession of Lobbyist or keep and maintain public records required by Broward Health to perform the Services required under the

Agreement.

e. If Lobbyist transfers all public records to Broward Health upon completion of the Agreement, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

f. If Lobbyist keeps and maintains public records upon completion of the Agreement, Lobbyist shall meet all applicable requirements for retaining public records.

g. All records stored electronically must be provided to Broward Health, upon request from Broward Health's custodian of public records, in a format that is compatible with Broward Health's information technology systems.

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

ARTICLE 7
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

7.1 Without limitation of any provision herein, Lobbyist expressly agrees to abide by any and all applicable federal and/or state equal employment opportunity statutes, rules and regulations, including, without limitation, Title 7 of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination and Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended. Lobbyist further agrees to hold harmless and indemnify Broward Health from any and all liability arising from any breach of this covenant.

7.2 Lobbyist's decisions regarding the delivery of Services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward District Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for Service delivery.

7.3 Lobbyist shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physically or mental disability.

ARTICLE 8
NOTICE

Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, or reputable overnight carrier (e.g. FedEx, UPS) to the following address:

To Broward Health:	Contract Administration Broward Health 1800 NW 49 Street, Suite 120 Ft. Lauderdale, FL 33309
With a copy to:	General Counsel Broward Health 1800 NW 49 St. Fort Lauderdale, FL 33309
To Lobbyist:	Jose Felix Diaz Ballard Partners, Inc. 201 East Park Avenue, 5th Floor Tallahassee, FL 32301

ARTICLE 9
CONFLICT OF INTEREST

9.1 Lobbyist agrees that it will avoid activities, investments and other situations which may conflict with its duties to Broward Health as described herein. In providing Services under this Agreement, the Lobbyist expressly agrees that:

(a) Lobbyist does not have any personal financial interest in any entity, direct or indirect, with any member of Broward Health's Board, or any person who is employed by the Broward Health.

(b) As of the date of this Agreement, Lobbyist does not represent any client whose interest is currently adverse to the interests of Broward Health.

9.2 Lobbyist further agrees that if, during the Term of this Agreement, Lobbyist determines that a client represented by Lobbyist has or may potentially have an interest adverse to the interest of Broward Health, Lobbyist shall immediately disclose such conflict of interest as required by Section 9.4 of this Agreement. Additionally, before proposing, advocating, or otherwise advancing any bill, code, legislation, administrative rule, regulation, or policy on behalf of any other client that may potentially impact Broward Health and its operations, Lobbyist shall, consistent with Section 9.4, disclose the representation to the CEO and to the Contract Administrator and shall provide a copy of the bill, code, legislation, administrative rule, regulation, or policy.

9.3 Lobbyist agrees that during the Term it shall not, and that its employees shall not, have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Lobbyist's loyal and conscientious exercise of judgment related to its performance under this Agreement.

9.4 Lobbyist agrees that in the event a conflict of interest arises during the performance of this Agreement, Lobbyist shall disclose, in writing, the existence and nature of such conflict to Broward Health. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) calendar days after Lobbyist's discovery of the conflict. Lobbyist's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, the name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the Services described in Article 4. Upon receipt of such disclosure, the CEO and Contract Administrator, in their sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

9.5 In the event this Agreement is terminated pursuant to Section 9.4 or Article 10, the Lobbyist agrees to, upon request, assist Broward Health in its efforts to contact and engage qualified individuals to perform the Services identified in Article 4.

9.6 Lobbyist expressly agrees to disclose to Broward Health its ownership and financial relationships as they may relate to Broward Health in accordance with Exhibit B attached hereto and incorporated herein by reference. In addition, Lobbyist shall complete the Ownership Disclosure Statement, a copy of which is attached to this Agreement as Exhibit C and incorporated herein by reference.

ARTICLE 10
TERMINATION

10.1 Termination Without Cause. This Agreement may be terminated by either party, without cause, upon that party's providing thirty (30) calendar days' notice to the other party.

10.2 Termination of Agreement By Mutual Agreement. In the event Broward Health and Lobbyist shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

10.3 Termination For Cause. This Agreement may be terminated by Broward Health for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within ten (10) days following written notice of such breach. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for cause, and Broward Health determines in its sole discretion that the event giving rise to the "cause" termination cannot be remedied or cured, then no cure period will be provided and Broward Health may immediately terminate this Agreement.

10.4 Effects of Termination. Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for: (1) obligations accruing prior to the date of termination; and (2) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, retention and transfer of public records, indemnities, and professional insurance coverage.

10.5 In the event of termination under any of the above provisions, Lobbyist shall, within sixty (60) calendar days after termination date, submit a final statement and report for all Services rendered prior to and through the date of termination. Nothing herein shall constitute a modification of Lobbyist's duty to provide monthly statements to Broward Health pursuant to Article 5 of this Agreement. Lobbyist may not submit any further statements following the submission of the final statement required by this Section, nor shall Broward Health be obligated to render payment on any such additional statements. In addition, Lobbyist's final report to Broward Health shall apprise Broward Health of the status of Broward Health's legislative priorities for which it is responsible, advise of any scheduled meetings the Broward Health must attend, and of all other matters which may potentially require Broward Health's immediate attention.

10.6 In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Lobbyist shall reimburse Broward Health for the unused portion of any advance payments made to Lobbyist by Broward Health in amounts that will be pro-rated.

10.7 In accordance with the provisions of this article, upon payment of the final statement, Broward Health shall have no further obligation to Lobbyist. Likewise, Lobbyist's obligations to Broward Health as set forth herein shall cease, except that Lobbyist expressly agrees to participate in the orderly and professional transfer of responsibilities for the Services to the Broward Health or its designee.

10.8 In the event this Agreement is terminated, any compensation payable to Lobbyist may be withheld until Lobbyist provides Broward Health with documents set forth in Article 18 and pursuant to Article 6.

ARTICLE 11
INDEPENDENT CONTRACTOR

Lobbyist is an independent contractor under this Agreement. Services provided by Lobbyist, Lobbyist's employee(s), Lobbyist's contractor(s) and/or subcontractor(s), or Lobbyist's agent(s) shall be subject to the supervision of Lobbyist. In providing the Services, Lobbyist or its employees, contractors, subcontractors and agents providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of the Broward Health. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of Lobbyist.

ARTICLE 12
SUBCONTRACTING/ASSIGNMENT

This Agreement may not be subcontracted or assigned by Lobbyist except with the prior written consent of Broward Health, and any attempt to subcontract, assign, or transfer without such consent shall be null and void *ab initio*. Lobbyist's use of employees, contractors, subcontractors and/or agents ("Workforce") to fulfill its obligations hereunder does not relieve Lobbyist of his/her/its ultimate responsibility to provide Services in accordance with the terms of this Agreement. Notwithstanding the foregoing, Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to an entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets.

ARTICLE 13
AUTHORIZATION

Lobbyist shall not, without prior written authorizations by Broward Health a) use or pledge money or credit of Broward Health; b) release or discharge any debt due to Broward Health; c) commit any act causing seizure or attachment of the Broward Health's property; or d) cause Broward Health to become a guarantor, surety, or endorser, or give any note which obligates Broward Health.

ARTICLE 14
DISCLOSURE OF INFORMATION

14.1 During the Term of this Agreement, employees, agents, servants and contractors of Lobbyist will be exposed to information which is confidential and proprietary to the Broward Health. This information includes, but is not limited to, trade secrets, exposure to entities with which Broward Health has a contractual relationship, and possibly patients with whom Broward Health has a physician/patient relationship. Lobbyist shall not, other than in the scope of Services to be provided pursuant to this Agreement either during the Term of this Agreement or at any time thereafter, use for his/her/its own benefit, or for the benefit of any other person, or to the detriment of the Broward Health, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Broward Health which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. Lobbyist shall require individually of its employees, agents, servants and contractors that no individual shall, other than in the scope of Services to be provided pursuant to this Agreement either during the Term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Broward Health, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Broward Health which Lobbyist may have acquired in the course of, or as incident to, performance under the terms of this Agreement. This prohibition shall specifically include, but not be limited to, a prohibition on the solicitation of entities with which the Broward Health has contracted with to render professional services, and the use or disclosure of any trade secret of Broward Health. This Section shall not prohibit Lobbyist from disclosing any information pursuant

to a subpoena or court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Lobbyist agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause termination, it will turn over to the Broward Health all records, documents and copies and transcriptions thereof relating to the Broward Health's business which are in possession of, or under the control of Lobbyist, or its employees, agents, servants or independent contractors, excluding those documents which are considered to be the work product or copyrighted materials of such individuals.

14.2 The breach by Lobbyist or its employees, agents, servants or independent contractors, of any of the provisions of this Section shall: (i) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (ii) entitle Broward Health to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by Lobbyist or its employees, agents, servants, or contractors, or any and all persons or entities directly or indirectly acting for or with Lobbyist. The rights and remedies of the Broward Health under this Section shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

14.3 Lobbyist's signature on this Agreement is an acknowledgement that the foregoing subsections were carefully read and considered, and having done so, Lobbyist agrees that the restrictions set forth in this Section are fair and reasonably require for the protection of the interests of Broward Health. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Section shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

14.4 Lobbyist shall, prior to the Effective Date, disclose in writing to the Contract Administrator, any ownership or contractual relationship (other than Lobbying relationships) which Lobbyist has with other healthcare facilities or entities, and shall disclose, in writing, any new relationships, within thirty (30) calendar days of entering into any ownership or contractual arrangements with any other healthcare facilities or entities. Lobbying relationships shall be disclosed pursuant to the terms of Article 9.

ARTICLE 15
REPRESENTATIONS AND WARRANTIES

On behalf of its employees, agents, servants and contractors, Lobbyist represents and warrants to Broward Health each of the following:

(a) Neither Lobbyist nor any of its principals, immediate family of its principals, owners, directors, officers, employees, or agents has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of grandparent or

grandchild. For purposes of this subsection, "compensation arrangement" shall be defined as any type of arrangement which includes the transfer of anything of value, directly or indirectly, overtly or covertly, in cash or in kind.

(b) Neither Lobbyist nor any of its principals, owners, directors, officers, employees or agents are now or have ever been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.

(c) Neither Lobbyist nor any of its principals, owners, directors, officers, employees, or agents has ever been convicted of any criminal offense and has not been and currently is not under investigation by any public or private, state or federal regulatory body.

(d) Neither Lobbyist nor any of its principals, owners, directors, officers, employees, or agents are undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body or auditing entity related to regulatory compliance issues.

(e) Neither Lobbyist nor any of its principals, owners, directors, officers, employees, or agents are currently or have ever been excluded, debarred, suspended, or sanctioned from any federally funded health care program including, but not limited to, Medicare or Medicaid or by any government licensing agency, and have never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal health care program participation.

(f) Neither Lobbyist nor any of its principals, owners, directors, officers, employees, or agents have engaged in, and during the Term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

(g) Lobbyist has not employed or retained any company or person, other than a bona fide employee working solely for Lobbyist, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award making of this Agreement. Broward Health may, by written notice to Lobbyist, terminate the right of Lobbyist to proceed under the Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Executive Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by Lobbyist, or any agent or representative of Lobbyist, to any officer or employee of Broward Health, for the purpose of securing the Agreement, or obtaining favorable treatment with respect to the award of, or amendment to, any agreement, or the making of any determination with respect to the performance of any such contract. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(h) Lobbyist represents and warrants to Broward Health that Lobbyist is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the Services furnished under or pursuant to this Agreement.

(i) Lobbyist agrees to notify Broward Health immediately in writing, if any of the foregoing conditions occur, after it becomes actually aware that any threatened or proposed action of the foregoing conditions is likely to occur, or immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of Lobbyist or any of its principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.

(j) Lobbyist acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement and that Broward Health reserves the right to terminate this Agreement immediately upon notification by Lobbyist, or discovery by Broward Health that any of the foregoing conditions occurred.

ARTICLE 16
CORPORATE COMPLIANCE

Lobbyist acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance and Ethics Program"). Lobbyist agrees to participate in Broward Health's Compliance and Ethics Programs including, but not limited to, adherence to the Code of Conduct and all written codes, policies, procedures and guidelines of Compliance and Ethics Program. Lobbyist agrees to participate in in-service compliance education programs. Lobbyist further agrees to contribute to the ongoing compliance efforts as an integral part of Lobbyist's duties and responsibilities. Lobbyist understands that the Compliance and Ethics Program will change from time to time and agrees to comply with the codes, policies and guidelines of the Compliance and Ethics Program as they may be modified in the future. Lobbyist acknowledges and understands failure to support, adhere to and promote Broward Health's Code of Conduct, policies, procedures and guidelines, as well as the failure to participate in in-service compliance education programs as set forth herein, constitutes a material breach of this Agreement, and may result in reduction of Lobbyist's compensation, in other sanctions and in termination of this Agreement.

ARTICLE 17
INDEMNIFICATION

Lobbyist agrees to indemnify, hold harmless and defend Broward Health, and its public officials, agents, employees and servants, from any and all claims, judgments, costs, liabilities, demands, damages, expenses, including reasonable attorney's fees, whatsoever arising in connection with any negligent acts or omissions by Lobbyist, or its employees, agents, or independent contractors or subcontractors with regard to Lobbyist's performance pursuant to this Agreement. This obligation shall survive termination or expiration of this Agreement.

ARTICLE 18
OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Broward Health. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Lobbyists, whether finished or unfinished, shall become the property of the Broward Health and shall be delivered by Lobbyist to the Contract Administrator within seven (7) calendar days of termination of this Agreement by either party. Any compensation due to Lobbyist may be withheld until all documents are received as provided herein.

ARTICLE 19
INSURANCE

Lobbyist warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any of its officers, employees, contractors, subcontractors, or agents, and naming Broward Health as an additional insured.

The carrying of insurance required by the Lobbyist shall not be interpreted as relieving the Lobbyist of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order. In addition, the Lobbyist shall carry Worker's Compensation Insurance and Employers' Liability Insurance at the statutory limits.

Prior to commencement of Services hereunder, Lobbyist shall provide evidence reasonably acceptable to Broward Health of Lobbyist having in place the insurance required by this Agreement.

ARTICLE 20
GENERAL PROVISIONS

20.1 Severability: In the event any of the terms of this Agreement are inconsistent with such laws, codes, rules, and regulations, the Agreement shall be construed to operate in conformity with the requirements of such laws, codes, rules and regulations. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in force and effect and enforceable in accordance with its terms.

20.2 Articles and Other Headings: The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

20.3 Sovereign Immunity: The parties hereto acknowledge that the Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Lobbyist or insure Lobbyist for its negligence or to assume any liability for Lobbyist's negligence. Further, any provision in this

Agreement that requires Broward Health to indemnify, hold harmless or defend Lobbyist from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in Section 768.28, Florida Statues, as amended.

20.4 Entire Agreement: This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties regarding the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated shall be of any force and affect and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendments to become effective on the date stipulated in such amendments. Except as herein expressly provided to the Contract, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

20.5 Third Party Beneficiaries: This Agreement is for the benefit of the parties hereto only, and is not entered into for the benefit of any other person or entity, including, but not limited to patients and their representatives.

20.6 Enforcement: In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees through and including any appeal or post-judgment proceeding. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity, or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

20.7 Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.

20.8 Successors and Assigns: This Agreement shall be binding upon the successors, legal representatives or permitted assigns of their parties hereto.

20.9 Limitation of Liability or Remedy: Any sections of the Agreement that tend to limit or eliminate Lobbyist's liability or Broward Health's access to the remedies available at law or in equity shall have no application.

20.10 Waiver: Failure of any party to this Agreement to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.11 Binding Authority: Each person signing this Agreement on behalf of either party

individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.12 Legal Representation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

20.13 Governing Law, Jurisdiction and Venue: The Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida. Lobbyist represents and agrees that it is familiar with all laws, ordinances and regulations applicable to the Services to be provided under the Agreement. The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the state of Florida. Venue for any action arising from or related to the Agreement shall be brought in a court of competent jurisdiction in Broward County, Florida.

20.14 Survival: The following sections shall survive the termination of this Agreement: "Indemnification," "Governing Law, Jurisdiction and Venue," "Payment", "Enforcement", "Disclosure of Information", "Public Records", and any other articles or sections expressly providing survival following expiration or termination of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH

By: _____
Beverly Capasso, President/CEO

Date: 8.3.18

APPROVED as to Legal Form:

By: _____
General Counsel's Office, Broward Health

Date: 7/26/18

BALLARD PARTNERS, INC.

By: _____

Print Name: Brian D. Ballard

Title: President

Date: July 12, 2018

EXHIBIT A

Broward Health Policy GA-001-120 Lobbying and Lobbyist Activities

Current Status: *Active* **PolicyStat ID:** *1541175*

BROWARD HEALTH

Origination:	*08/2004*
Effective:	*09/2014*
Last Reviewed:	*09/2014*
Last Revised:	*09/2014*
Next Review:	*09/2015*
Sponsor:	*Gino Santorio EVP, CHIEF OPERATING OFFICER*
Section:	*GA-General*
Manual:	*General Administrative*

GA-001-120 Lobbying and Lobbyist Activities

I. **Purpose**

To define the scope and extent of obligations and restrictions applicable to persons and firms retained by the North Broward Hospital District ("District") to represent it before certain state, county and local governmental units, so as to provide independent and responsible representation of the highest ethical and professional standards, and to establish registration requirements and code of conduct for lobbying/ lobbyist activities before the District's Board, including Board Committees and employees

II. **Definitions**

For purposes of this policy, these terms shall have the following meaning:

A. **Board**: The Board of Commissioners of the North Broward Hospital District

B. **District Lobbyist**: Any person who is engaged by the District for the purpose of lobbying, and who does engage in District lobbying activities on behalf of the District.

C. **Non-District Lobbyist**: Any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying the District, its Board and/or employees, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby the District, its Board and/or employees on behalf of that other person or governmental entity.

D. This definition shall not include persons who are employees of entities either contracting or seeking to contract with the District.

E. **To "lobby the District," or "lobbying the District"**: To communicate directly or indirectly, either in person, by telephone, letter, or any other form of communication, with any Board member, or any member of a Board Committee, or any District employee, whereby the lobbyist seeks to encourage the passage, defeat, modification, or repeal of any item which may be presented for vote before the Board, or any Board Committee, or which may be presented for consideration by a District employee or agent as a recommendation to the Board or Board Committee, or any employee making a final District procurement decision.

F. **District lobbying activities**: Those professional lobbying services provided by firms and individuals retained by the District, including but not limited to, appearance on behalf of the District before the Federal government and agencies, the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida, and its counties, municipalities, commissions, and boards.

III. Policy

The District is strongly committed to preserving the integrity of its governmental and contractual processes. Therefore all individuals and firms performing District lobbying activities, and those engaged in lobbying the District, shall be governed by, and adhere to, the applicable provisions of this policy. The disclosures and reports submitted to the District pursuant to this Policy shall be available for public inspection as provided in Chapter 119, Florida Statutes.

IV. Procedure

Applicable to individuals and firms performing district lobbying activities:
Individuals and firms shall enter into a Lobbyist Services Agreement ("Agreement") with the District setting forth the terms, conditions, obligations and responsibilities of the parties to the Agreement.

Each Agreement shall be approved as to legal form by the General Counsel.

A. By executing the Agreement, each District lobbyist shall agree to:
   1. comply with District policies and procedures;
   2. comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations under the Agreement;
   3. comply with terms and conditions related to the actual and potential conflicts of interest, including but not limited to:
      a. avoid activities, investments, representations and other situations which may have the potential to create or give the appearance of a conflict interest or which may conflict with duties and responsibilities to the District;
      b. refrain from having any personal financial interest, direct or indirect, with any member of the District's Board, or any person who is employed by the District or by District owned and/ or operated facilities;
      c. refrain from representing any client whose interest is adverse to the interest of the District;
      d. if any current or prior client represented by District Lobbyist has or may potentially have an interest adverse to the interest of District, the District Lobbyist shall immediately disclose such actual or potential conflict of interest to District's CEO and General Counsel.
      e. Before District lobbyist shall propose, advocate, or otherwise advance any legislation, administrative rule, regulation, or policy on behalf of another client that may potentially impact District and its operations, District Lobbyist shall disclose the representation to District's CEO and General Counsel, and provide a copy of the legislation, administrative rule, regulation, or policy to the District; and
      f. District Lobbyist shall not, and its employees shall not, have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to or incompatible with the District Lobbyist's loyal and conscientious exercise of judgment related to its representation of and obligations to the District.

B. In the event that a conflict of interest arises during the term of the Agreement or any other period of representation, District Lobbyist will disclose, in writing, the existence and nature of such conflict to the District's CEO and General Counsel. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after Lobbyist's

discovery of the conflict. Lobbyist's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, the name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the professional lobbying services to District.

C. Upon the occurrence of any conflict of interest, or upon the appearance of a potential conflict of interest, the District may terminate the Lobbyist Services Agreement if, in its sole discretion, it determines that the conflict or potential conflict would impair the trust, loyalty and confidentiality upon which the Agreement is predicated.

Applicable to Non-District Lobbyists, engaged to lobby the district, or who are engaged in lobbying the District.

A. No person(s) may lobby the District, or any of its Board members, employees or agents, until such person has registered as a lobbyist with the District's Vice President/Corporate Services, using forms provided for that purpose. The Non-District Lobbyist registration shall include, but shall not be limited to:

1. The names and business addresses of each person and/or entity it represents as a lobbyist;
2. The nature of the agreement or business activity for which the Non-District lobbyist is lobbying the District; and
3. The existence of any and all business and/or financial relationship(s) that he/she and the entity represented maintain with any Board member, District employee or agent.

B. Annually, each Non-District Lobbyist shall submit a statement of expenditures related to lobbying activities before the District, its Board and its employees and agents, disclosing each lobbying expenditures in excess of $100.00 to any person or entity.

C. **RFP's, RFQ's, ITB's or Bid**: Non-District Lobbyists, and all persons affiliated with any vendor or proposed vendor, shall refrain from contacting the District, its Board, and its employees and agents with reference to the status of any RFP, RFQ, ITB, or Bid during the period from the closing date for responses until the award recommendation is made by the designated District administrator.

D. **Contract Negotiation:** Non-District Lobbyists and lawyers shall not lobby the District or any of its Board members, employees or agents during the consideration of any contracts and contract negotiations and related discussions. This prohibition shall include, but not be limited to, physician contracts, professional service contracts, design-build contracts and construction contracts. The prohibition set forth in the section shall not apply to the following:

1. Lawyers representing clients in contract negotiations with the District from contacting legal counsel for the District in furtherance of such negotiations.
2. Non-District Lobbyists and lawyers from communicating with Board members on matters that are not the subject of contract negotiations and related discussions.
3. Any communication between a Board member and Non-District Lobbyist or lawyer that has been initiated by the Board member.

E. In the event a person or entity violates the terms of this policy, the Board and/or the President/CEO may, in their sole discretion, impose one or both of the following penalties:

1. The Non-District Lobbyist may be precluded from lobbying the District, its Board, and its employees and agents, on behalf of any person or entity for a period of time to be determined by the Board; and/or

2. The person or entity represented by the Non-District Lobbyist may be debarred from consideration with regard to the subject matter of the Non-District Lobbyist's representation.

V. **Related Policies**
N/A

VI. **Regulation/Standards**
N/A

VII. **References**
N/A

Interpretation and Administration
The administration and interpretation of this policy is the responsibility of the Board of Commissioners.

Attachments:

No Attachments

Applicability

Broward Health

EXHIBIT B

A. Broward Health is required pursuant to Florida and federal law to ensure that any payments made to persons for Services are compliant with such law.

B. Lobbyist agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Lobbyist, or is employed by or contracted with Lobbyist; and, 2) is also able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.

C. Lobbyist agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Lobbyist, or is employed by or contracted with Lobbyist; and, 2) is also an "immediate family member" of any person who is able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.

D. "Ownership interest" is hereby defined as any form of equity or debt, whether direct or indirect. "Immediate family member" is hereby defined as: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

E. Lobbyist expressly acknowledges that the aforementioned requirements of Florida and federal law are ongoing, and as such, Lobbyist agrees to immediately notify Broward Health in writing of any and all changes in ownership interests that would require disclosure pursuant to Exhibit A.

F. Any failure by Lobbyist to comply with the requirements of Exhibit A will constitute a material breach of the Agreement.

EXHIBIT C

Ownership Disclosure Statement

No.	Question	Yes	No
1	Do you or any immediate family member have a direct or indirect ownership or investment interest in any entities that provide health care services to a Broward Health Region/Facility or Affiliate? (This includes an ownership or investment interest in a company that holds some ownership or investment interest in any entity that furnishes health care services.)		X
2	Do you have an immediate family member who is employed by, contracted with, or does business with Broward Health?		X
3	Are you involved with a company owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		X
4	Are you involved with a company owned in whole or part by any person (other than a physician or an immediate family member of a physician) who may refer patients to a Broward Health Region/Facility or Affiliate?		X
5	Are you involved with a company that employs or contracts with a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		X

Please provide additional detail for each question you have responded to with "Yes," including a description of your involvement with the company or entity.

I represent that the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify the Region/Facility of any changes in the above-disclosed information.

Physician/Vendor/Contractor Signature

June 18, 2018
Date

Brian D. Ballard
Print Name

President
Title

4817-8818-3849.1

BROWARD HEALTH

BROWARD HEALTH
DISCLOSURE FORM FOR PHYSICIAN OWNERSHIP & FINANCIAL ARRANGEMENTS

In order to ensure that Broward Health complies with federal and state laws concerning financial arrangements between physicians and entities that provide certain health care services, we require all physicians, vendors, and contractors to provide us with the following information.

For purposes of answering these questions, the following definitions apply:

Broward Health means all Broward Health-affiliated entities including, but not limited to, hospitals, ambulatory surgery centers, home health centers, hospices, home health agencies, physician practices, outpatient imaging centers, service centers, joint ventures and all Broward Health departments, groups, and divisions.

Broward Health Regions/Facilities or Affiliates include but are not limited to the following:

- Broward Health Medical Center
- Broward Health Coral Springs
- Broward Health Imperial Point
- Broward Health North
- Broward Health Community Health Services
- Broward Health Gold Coast Home Health & Hospice
- Broward Health Weston including Urgent Care Centers
- Broward Health Physician Group
- Children's Diagnostic & Treatment Center
- Broward Health Foundation
- Best Choice Plus

Immediate family member means the following individuals: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

Ownership or investment interest includes an interest held through equity, debt, or other means. An ownership or investment interest includes, but is not limited to, stock, stock options (excluding stock options that have not been exercised or convertible securities that have not been converted to equity), partnership shares, limited liability company memberships, as well as loans, bonds, or other secured financial instruments.

Physician means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor. The term physician also includes a group practice of two or more physicians who practice medicine through a single entity, who have a common trade name, or who practice at the same location.