

STATE LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into by and between the Public Health Trust of Miami-Dade County, an agency and instrumentality of Miami-Dade County, Florida, which operates the Jackson Health System, including Jackson Memorial Hospital, located at 1611 Northwest 12th Avenue, Miami, Florida 33136, and other designated health care facilities (the "TRUST" or "Trust"), and Ronald L. Book, P.A., having its principal office at 18851 NE 29th Avenue, Suite 1010, Aventura, Florida 33180 (the "CONTRACTOR" or "Contractor") (the Trust and CONTRACTOR collectively referred to herein as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the TRUST desires to secure the assistance of the CONTRACTOR with respect to state lobbying services; and

WHEREAS, the previous agreement between the Parties, dated July 6, 2012 ("Original Agreement"), expired on July 4, 2018; however, the Parties intend to be bound by the terms and conditions of that Original Agreement for the period of continued services from July 5, 2018, to the Effective Date of this Agreement;

WHEREAS, the CONTRACTOR has the appropriate qualifications, expertise, experience and resources to provide such assistance; and

WHEREAS, the Parties have negotiated this AGREEMENT in good faith and agree to be bound in accordance with its terms and conditions; and

WHEREAS, these recitals are an integral and essential part of this AGREEMENT;

NOW, THEREFORE, and in consideration of the promises and the mutual covenants herein contained, the Parties hereto agree as follows:

I. RESPONSIBILITIES OF THE CONTRACTOR

A. **Scope of Services.** The CONTRACTOR shall render and make available on a timely basis the services described in Exhibit A to this AGREEMENT, attached hereto and incorporated herein by reference ("Services").

B. **Key Personnel.** Throughout the term of this AGREEMENT, the CONTRACTOR shall provide the TRUST with the key personnel as set forth in Exhibit A. The CONTRACTOR acknowledges that the key personnel, as set forth in Exhibit B, are considered essential to the Services being performed for the TRUST and agrees to provide said key personnel to the TRUST throughout the term of this AGREEMENT. The CONTRACTOR shall make no substitution of key personnel without the prior written approval of the TRUST, which the TRUST may withhold or grant in its sole discretion.

C. **Conflict of Interest.** The CONTRACTOR shall be familiar and comply with all applicable conflict of interest legal requirements, including the Trust's Procurement Policy, Resolution No. PHT 03/17-017, Section XVI, as implemented by the Trust's Procurement Regulations, and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances, as applicable to CONTRACTOR through its relationship with the TRUST.

D. **Federal, State and County Compliance Requirements.** The CONTRACTOR shall be familiar and comply with all applicable Federal, State and applicable County orders, statutes, ordinances, rules and regulations as they apply to the TRUST, which may pertain to the subject matter of this AGREEMENT. This includes, but is not limited to, the Americans with Disabilities Act of 1990 and implementing regulations, as amended, the Rehabilitation Act of 1973, as amended, and with respect to any and all work or services related to www.jacksonhealth.org, the Web Content Accessibility Guidelines 2.0, Level AA, and the federal Anti-Kickback statute, 42 U.S.C. § 1320a-7b(b)(2)(B) (the "AKS"), which prohibits companies from directly or indirectly paying (or offering to pay) any remuneration, in cash or kind, to induce physicians or others to order or recommend drugs, devices, equipment, or services which may be paid for by a federal healthcare program such as Medicare or Medicaid. Specifically, the AKS prohibits any and all direct or indirect payments, remuneration, gratuities, and other benefits (whether monetary or non-monetary) paid by a company to a physician or entity which has as one of its purposes inducing the physician or entity to use the company's products or services. Some examples of remuneration which may be prohibited under the AKS include the following: sponsoring meals and/or other entertainment functions for physicians; paying for physician travel to training and/or educational conferences/sessions; preferential/disparate treatment with regard to inventory storage and/or consignment benefits; and the provision of free or discounted samples of products.

II. RESPONSIBILITIES OF THE TRUST

A. In connection with the CONTRACTOR'S activities on the TRUST'S behalf, the TRUST agrees to cooperate with the CONTRACTOR and provide direction with respect to the TRUST'S objectives and CONTRACTOR'S provision of Services.

B. Throughout the term of this AGREEMENT, the TRUST shall provide the CONTRACTOR with relevant documents, correspondence, and such published materials as may facilitate the provision of Services.

III. PAYMENT

A. **Fees.** For the provision of Services outlined herein, the TRUST shall pay the CONTRACTOR the fees set forth in Exhibit A. The total fees for services will include all materials, labor and services inclusive of but not limited to travel expenses, living expenses and any other expenses incurred as a result of the services provided. Any and all travel and expenses incurred by the Trust shall be pursuant to the limits dictated under Florida Statutes, section 112.061

B. **Maximum Contract Value.** The Trust shall have no obligation to pay CONTRACTOR any additional sum in excess of \$240,000.00, during the Initial Term (defined below). If additional funding is required, it will be processed pursuant to the prior approval of the Trust, any services undertaken by CONTRACTOR, prior to any written approval by the Trust, will be at the CONTRACTOR'S sole risk and expense.

C. **Terms of Payment.** In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the TRUST shall be forty-five (45) days from receipt of a complete and proper invoice. For small businesses, the time at which payment shall be due from the TRUST shall be fourteen (14) days from receipt of a complete and proper invoice. Section 2-8.1.4 of the Miami-Dade County Code, Sherman S. Winn Prompt Payment Ordinance No. 94-40, provides for expedited payments to small businesses by County agencies and the TRUST; creates dispute resolution procedures for payment of County and TRUST obligations; and requires the prime contractor to issue prompt payments and have the same dispute resolution procedures as the County for all small business subcontractors. Failure of the prime vendor to issue prompt payment to

small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County or TRUST contract and debarment procedures of the County. All payments due from the TRUST, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Chief Procurement Officer, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the TRUST.

IV. TERM AND TERMINATION

A. **Term.** The term of this AGREEMENT shall be for a period of two (2) years commencing on the date on which this contract has been signed by both parties with two (2) successive options to renew of one (1) year each. Renewal may be exercised upon the same terms and conditions at the sole discretion of the Trust, and shall be evidenced in writing as a modification to the AGREEMENT executed and signed by the Trust prior to the expiration date of this agreement or any valid extension thereof. In addition to the aforementioned option periods, the TRUST'S Chief Procurement Officer may extend a non-expired contract for a maximum period of one hundred and eighty (180) calendar days for one time only.

B. **Termination.** This AGREEMENT may be terminated by the TRUST for convenience (without cause) upon fifteen (15) calendar days prior written notice of termination delivered to the CONTRACTOR by certified mail, return receipt requested, at the address set forth herein for notices. The date of termination will be stated in the notice.

V. INDEMNIFICATION AND INSURANCE

A. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the TRUST, Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified Parties") from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Indemnified Parties may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind arising out of, relating to or resulting from the performance of this AGREEMENT by the CONTRACTOR. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind in the name of the Indemnified Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This provision shall survive the termination or cancellation of this AGREEMENT.

B. **Insurance.** The CONTRACTOR shall maintain at the CONTRACTOR'S own expense (1) Lawyer's Liability Insurance to include contractual liability coverage, in limits of no less than \$1,000,000.00/claim; \$2,000,000.00/annual aggregate and (3) Worker's Compensation Insurance in statutory amounts, but will provide coverage for liabilities or claims in accordance with Section 440 of the Florida Statutes. The insurance shall result solely from Services performed or undertaken by the CONTRACTOR hereunder. The form, type and limits of coverage of such insurance shall be subject to reasonable approval of the TRUST. Certificates of Insurance shall be furnished to the TRUST from time to time upon reasonable request of the TRUST.

VI. PROFESSIONAL INDEPENDENCE OF THE CONTRACTOR

It is understood and agreed that the CONTRACTOR is not an agent, employee or representative of the TRUST, nor does it have authority to act on behalf of the TRUST or any of its agencies. The CONTRACTOR is, and shall remain, independent with respect to all services performed under this AGREEMENT. No partnership relationship, joint venture, or agency between the TRUST and the CONTRACTOR is created or intended by this AGREEMENT. No associate or employee of the CONTRACTOR shall be deemed to be an employee of the TRUST for any purpose whatsoever. The CONTRACTOR shall exercise control over the means and manner in which work is performed, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the TRUST shall be that of an independent contractor and not as employee or agent of the TRUST. The CONTRACTOR does not have the power or authority to bind the TRUST in any promise, agreement or representation other than specifically provided for in this AGREEMENT.

VII. BINDING AGREEMENT; ASSIGNMENT

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. The CONTRACTOR shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this contract, or any interest in any portion of same, without the prior written consent of the TRUST, which consent may be withheld by the TRUST for any reason it determines to be in its best interest.

VIII. CONFIDENTIALITY

A. Confidential Information. The CONTRACTOR acknowledges that Florida's public records laws apply to the TRUST and that, as an entity providing services to the TRUST, all its communications to the TRUST, unless exempted or confidential under Florida law, are public records. Nothing in this AGREEMENT shall be construed to prevent disclosure of documents pursuant to Florida's public records laws or other applicable laws. In no event shall any action by the TRUST, its employees or its agents taken in good faith belief to be in compliance with or required by such laws constitute a breach of this AGREEMENT. As used in this AGREEMENT, the term "Confidential Information" shall mean all materials, data, transactions of all forms, financial information, documentation, inventions, designs, methods and any other information obtained from either party (the "disclosing party") that is exempt from disclosure or is confidential under Florida's public records laws. Without limiting the generality of the foregoing, all "Protected Health Information," as that term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), shall be considered confidential information and shall be subject to all the requirements stated herein.

B. Confidentiality. The CONTRACTOR shall keep strictly confidential and hold in trust all Confidential Information. Neither the CONTRACTOR nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the TRUST. Additionally, the CONTRACTOR expressly agrees to be bound by and to defend, indemnify and hold harmless the TRUST from the breach of any federal, state or local law in regard to the privacy of individuals. The CONTRACTOR shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the TRUST in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees,

present or former. In addition, the CONTRACTOR agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the TRUST shall be entitled to seek injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the TRUST, upon the completion of the Services performed hereunder, the CONTRACTOR shall immediately turn over to the TRUST all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the CONTRACTOR or its employees, agents, subcontractors or suppliers without the prior written consent of the TRUST. A certificate evidencing compliance with this provision and signed by an officer of the CONTRACTOR shall accompany such materials.

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records required by the Trust in order to perform the service; (2) providing the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; and (3) ensuring 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 contract term and following completion of the contract if the Contractor does not transfer the records to the Trust; and (4) upon completion of the contract, transfer, at no cost, to the Trust all public records in possession of the Contractor or keep and maintain public records required by the Trust to perform the service. If the Contractor transfers all public records to the Trust upon completion of the contract, the Contractor shall upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. In addition, all records stored electronically must be provided to the Trust, upon request from the Trust's custodian of public records, in a format that is compatible with the information technology systems of the Trust. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the contract and shall be enforced in accordance with the terms of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

IHS-Audit-PublicRecordRequests@jhsiami.org.

Termination of this AGREEMENT shall not eliminate the CONTRACTOR'S obligation to continue to maintain confidentiality under this Section.

IX. PROPRIETARY INFORMATION

The Contractor acknowledges that all computer software in the Trust's possession may constitute or contain information or materials which the Trust has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Trust has developed at its own expense, the disclosure of which could harm the Trust's proprietary interest therein.

During the term of the contract, the Contractor shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Trust's property, any computer programs, data compilations, or other software which the Trust has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Trust (hereinafter "Computer Software"). All third-

party license agreements must also be honored by the contractor and their employees, except as authorized by the Trust. Also, if the Computer Software has been leased or purchased by the Trust, all hired party license agreements must also be honored by the Contractor's employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor shall report to the Trust any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Trust's property of any information technology software and hardware and shall take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

X. TRUST DATA

A. **Access to Data.** CONTRACTOR may use the TRUST data for the sole and limited purpose of facilitating the TRUST's use of the Services and in order for CONTRACTOR to perform its obligations under this Agreement. CONTRACTOR shall have no right to access or use, and shall be explicitly prohibited from accessing or using, any Data for any other purpose including, without limitation, (i) analysis and incorporation of the data in databases, reports, comparative data sets, scores or scoring systems generated there from; and (ii) creation and distribution of works and derivative works based on the data. CONTRACTOR shall not install any tools or measures to perform any data extraction of data that is collected, stored or generated through the use of the licensed software or otherwise collected, stored or generated by the TRUST or at TRUST's facilities. In the event that CONTRACTOR breaches this restriction, the TRUST shall be entitled, at its election, and in addition to any other remedy or recovery provided herein, to seek injunctive relief to prevent such further violations, and to prevent commercial exploitation of such data in any manner, including but not limited to, in connection with the development, marketing, and/or use of intellectual property. Further, noting that both parties stipulate that the TRUST's Data is a valuable asset, and that the TRUST considers its data to be confidential information, proprietary, and intellectual property, the TRUST shall be entitled to seek actual damages for any breach of the foregoing, including the value of such data. The parties may not modify the provisions of this section other than by an authorized written amendment to this Agreement executed by the TRUST's President or Chief Procurement Officer.

B. **Retrieval and Destruction of TRUST Data.** From the date of any expiration or termination of Agreement, CONTRACTOR grants TRUST thirty (30) days of limited, read-only access to the Services, solely for the purpose of TRUST retrieving TRUST Data, or if requested by TRUST, CONTRACTOR will provide TRUST with a database extract of TRUST Data in an acceptable format on a time and materials basis at negotiated rates for such Services. After such thirty (30) day period, CONTRACTOR will have no obligation to maintain or provide any TRUST Data and will thereafter, unless legally prohibited and subject to any data retention obligations imposed on CONTRACTOR by law, delete all TRUST Data. CONTRACTOR shall, upon TRUST's request and at no additional fee, confirm in writing to TRUST that the data has been destroyed, the manner in which it has been destroyed, and provide a certificate of destruction.

XI. INSPECTOR GENERAL REVIEWS

A. **Independent Private Sector Inspector General.** Pursuant to the Code of Miami-Dade County, Resolution # R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this AGREEMENT, the TRUST has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the TRUST or County deems it appropriate to do so. Upon written notice from the TRUST, the CONTRACTOR shall make available, to the IPSIG retained by the

TRUST, all requested records and documentation pertaining to this AGREEMENT, for inspection and copying. The TRUST will be responsible for the payment of these IPSIG services, and under no circumstance shall the CONTRACTOR'S fees for the Services under this AGREEMENT be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the CONTRACTOR, its officers, agents, employees and assignees.

Nothing contained in this provision shall impair any independent right of the TRUST to conduct, audit, or investigate the operations, activities and performance of the CONTRACTOR in connection with this AGREEMENT. The terms of this provision are neither intended nor shall the CONTRACTOR construe them to impose any liability on the TRUST.

B. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County and TRUST contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the CONTRACTOR under this AGREEMENT will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this AGREEMENT is federally or state funded where federal or state law or regulations preclude such a charge. The CONTRACTOR shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the CONTRACTOR'S Proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the CONTRACTOR, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the CONTRACTOR, the CONTRACTOR shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the CONTRACTOR'S possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the AGREEMENT, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, Proposal and AGREEMENT documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The CONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this AGREEMENT, for examination, audit, or reproduction, until three (3) years after final payment under

this AGREEMENT or for any longer period required by statute or by other clauses of this AGREEMENT. In addition:

1. If this AGREEMENT is completely or partially terminated, the CONTRACTOR shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The CONTRACTOR shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this AGREEMENT until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the CONTRACTOR, its officers, agents, employees, subcontractors and suppliers. The CONTRACTOR shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONTRACTOR in connection with the performance of this AGREEMENT. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the CONTRACTOR or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

XII. CREDENTIALING REQUIREMENTS FOR CONTRACTORS, CONSULTANTS & VENDORS

The Trust, as a mandate of The Joint Commission, as well as other regulatory agencies, requires CONTRACTORS, CONSULTANTS AND VENDORS to maintain credentialing documents for presentation upon request. Prior to assigning personnel to perform contracted services for JHS, the CONTRACTORS, CONSULTANTS AND VENDORS, at their own expense, shall carefully screen personnel in accordance with JHS policies and procedures. The requirements shall include but shall not be limited to, health screening, background and employee compliance as outlined below.

- Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- Negative Urine Drug Test: 5 Panel Drug Screen submitted to a Trust approved drug testing facility.
- Criminal Background Screening. AHCA level 2 screening maybe required based on assigned facility.
- JHS On-line Orientation

Contractors, Consultants and Vendors must present documentation of these credentialing requirements when requested during regulatory agency audits and surveys.

XIII. SUPPLIER DIVERSITY, INCLUSION AND SMALL BUSINESS ENTERPRISE ("SBE") PARTICIPATION

A. The Trust purchasing practices are designed to provide equal access and opportunity to all suppliers and prohibit discriminatory business relationships. It is the aim of Jackson to provide all segments of Miami-Dade County with a full, fair and meaningful opportunity to participate in our contracts regardless of race, gender or ethnic origin. We are committed to creating a cadre of contractors and suppliers in our supply chain, that represent the diversity in the communities we serve. Jackson encourages the participation of historically underutilized business enterprises, including minority-, women-, veteran- and service-disabled veteran-owned firms in all procurement activities.

B. As an economic engine and major employer in Miami-Dade County, Jackson Health System is proud of its inclusive hiring practices and broadly diverse workforce. We encourage contractors and vendors to actively support our commitment to diversity and inclusion and reflect their support in the teams performing work for Jackson. We expect that contractors will work to achieve diversity in Jackson Health System contracts by employing diverse work forces, engaging diverse development teams, hiring subcontractors with diverse ownership and workforces, and employing locally based small firms and employees reflective of the racial, gender and ethnic diversity of Miami Dade County. Contractors and vendors are encouraged to maintain an aspirational goal of diversity and inclusiveness in their performance of work for Jackson Health System.

This procurement has been thoroughly reviewed for potential SBE participation. As such, CONTRACTOR has agreed to engage Miami-Dade County SBE firms in the fulfillment of services during this contract period, as the opportunity presents.

The reporting of all SBE subcontracting participation during the active contract term will be made to the Director of the Trust's Small Business Program, Amber Lawhorn (amber.lawhorn@jhsiami.org), on a quarterly basis and will be the sole responsibility of the CONTRACTOR. If there is an issue regarding SBE compensation, it must be addressed with the Trust's Small Business Program Manager.

XIV. MISCELLANEOUS

A. **Entire Agreement; Modifications.** Both parties agree that this AGREEMENT and its Exhibits sets forth the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter hereof. There are no conditions or limitations to this undertaking except those stated therein. This AGREEMENT may not be altered, changed or modified except by or with the written consent of the TRUST. Any modifications to this AGREEMENT must be evidenced in writing and signed by each of the parties hereto.

B. **Representations or Warranties.** The Parties represent that they have all necessary authority and approvals to enter into this AGREEMENT and no further approval is necessary to validate the terms and conditions of this AGREEMENT. No representations or warranties shall be binding upon either party unless expressed in writing herein.

C. **Applicable Law; Venue.** This AGREEMENT shall be construed according to the law of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws

or rules relating to the conflict of laws. Venue for any litigation between the parties regarding this AGREEMENT shall lie only in state or federal courts located in Miami-Dade County, Florida.

D. Counterparts. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this AGREEMENT shall be binding upon the faxing by each Party of a signed signature page thereof to the other Party.

E. Waiver. Waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Neither party will be bound by any purported rescission or modification of this AGREEMENT and shall not be deemed to have waived any provisions of this AGREEMENT unless such rescission, modification or waiver is set forth in writing and signed by an authorized official of both parties.

F. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

G. Paragraph Headings. The paragraph headings used in connection with this AGREEMENT have been inserted for the convenience of the parties only. They do not purport to and shall not be deemed to define, govern, limit, modify or in any manner, affect the scope, meaning or intent of the provisions to which they pertain.

H. Drafting Party. This AGREEMENT shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this AGREEMENT.

I. Error. Stenographic, clerical, or similar errors in this document are subject to correction.

J. Time of Essence. Time shall be deemed of the essence on the part of the CONTRACTOR in performing all of the terms and conditions of this AGREEMENT.

K. Advertising. Neither party shall use the name of the other in any promotional or advertising material unless review and approval in writing of the intended use shall first be obtained from the party whose name is to be used. The TRUST may withhold such approval for any reason it determines to be in its best interest.

L. Notices. Every notice that may be required by this AGREEMENT shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested or Electronic Mail or delivered personally to the parties at their respective addresses set forth as follows:

As to the TRUST:

Esther Abolila
Chief of Staff to Carlos A. Migoya,
President and Chief Executive Officer
Jackson Memorial Hospital
Executive Offices – West Wing 117
1611 NW 12th Avenue
Miami, FL 33136

Nathan Ray
AVP, Government Affairs
Jackson Memorial Hospital
Executive Offices – West Wing 117

1611 NW 12th Avenue
Miami, FL 33136

With a Copy to:

Rosa Costanzo
Chief Procurement Officer
Public Health Trust
Jackson Medical Towers, Suite 820
1500 NW 12 Avenue
Miami, Florida 33136

As to the CONTRACTOR:

Ronald L. Book
President and CEO
Ronald L. Book, P.A.
18851 NE 29th Avenue, Suite 1010
Aventura, FL 33180

M. **Invoicing.** All invoices for services rendered under this Agreement shall be sent via U.S. mail or electronically to the following addresses:

Jackson Health System
PO Box 31230 or GHXODAP.JacksonHealthSystems@na.firstsource.com
Salt Lake City, UT 84130

All invoices shall include a purchase order ("PO") or contract number. Failure in sending to the addresses above or including a valid PO/contract number will cause a delay in processing.

Invoiced amount shall be reflective of actual services rendered, work performed to date, or final work product. Supporting documentation that verifies amount requested such as paid invoices may be required. No advance payments shall be made unless specifically agreed to by the Trust in writing and with the required supporting documentation.

N. **Audit.** The CONTRACTOR agrees to retain all books, such records and other documents related to this AGREEMENT for three (3) years after final payment. The TRUST, its authorized agents and/or Federal and State auditors shall have full access to and the right to examine any of said material during this period. The CONTRACTOR also agrees to provide the TRUST upon request with copies of all such records and documents.

O. **Force Majeure.** Neither party shall be liable to the other for failures or delays in performance due to causes beyond its reasonable control and that cannot be avoided by exercise of due care, including war, strikes, lockouts, fire, flood, hurricane, storm or other acts of God. Both parties agree to use their commercially reasonable efforts to minimize the effects of such failures or delays.

P. **Availability of Funds.** It is understood that the Trust shall be bound hereunder only to the extent that funds are available, or may hereafter become available, for the purpose of this Agreement.

Q. USER ACCESS PROGRAM (UAP)

A. User Access Program: The Board of Trustees for the Public Health Trust (PHT) of Miami-Dade County approved a User Access Program (UAP) under Resolution No. PHT 10/11-046 as implemented by the CEO/President in the "Jackson Health System User Access Program" policy. This agreement is subject to a user access deduction under the PHT User Access Program (UAP) in the amount of two percent (2%).

All PHT purchases under this AGREEMENT, and purchases made by any other organization or jurisdiction that may use the AGREEMENT, are subject to the two percent (2%) UAP deduction.

The vendor providing the goods or services under this AGREEMENT shall invoice the amount of the AGREEMENT price, and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The PHT shall retain the 2% UAP for use by the PHT to help defray the cost of PHT operations. CONTRACTOR participation in this program is mandatory.

B. **CONTRACTOR Compliance:** If the CONTRACTOR fails to comply with this section, the CONTRACTOR may be considered in default by the Trust in accordance with the terms and conditions of this AGREEMENT.

R. **Non-Discrimination.** The Trust requires that the CONTRACTOR shall not discriminate against an employee, volunteer, or participant of the CONTRACTOR on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity and/or expression, religion, ancestry, national origin, disability, or age except that programs may target services for specific participant groups as defined in the Deliverables of this AGREEMENT. Additionally, CONTRACTOR shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, gender identity and/or expression and ethnic backgrounds. It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The TRUST shall have the right to terminate this AGREEMENT. If the CONTRACTOR or any owner, subsidiary, or other firm affiliated with or related to the CONTRACTOR, is found by the responsible enforcement agency or the courts to be in violation of these laws, The TRUST will conduct no further business with the CONTRACTOR.

S. **Contract Compliance.** Throughout the term of this Agreement, Contractor shall be subject to periodic and on-going monitoring and evaluation by JHS to determine if contracted service is being provided safely, effectively and in accordance with the Agreement. As applicable, Contractor shall also comply and adhere to all accreditation standards including, but not limited to, The Joint Commission's National Patient Safety Goals, Medicare Conditions of Participation, hospital medical staff bylaws (as applicable), all hospital policies and procedures pertaining to the services being provided and any other requirements as set forth by the Trust.

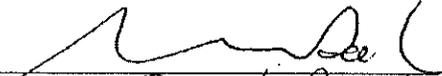
T. **Non-hire.** Contractor acknowledges that the Trust's employees are essential to the Trust's business and are familiar with the Trust's operating procedures and other information proprietary to the Trust. Therefore, Contractor agrees to not, without the Trust's prior written consent, solicit for employment, hire or make any agreement with, any person who is or has been a Trust salaried employee working in the Services provided by Contractor hereunder within the earlier of one (1) year after such employee terminates employment with the Trust or within one (1) year after termination of this Agreement. Contractor also acknowledges that its breach of the obligations set forth in this section would irreparably harm the Trust's business and leave the Trust without adequate remedy at law, and that the Trust would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.

Public Health Trust

Contract No. DP-18-16378-KDW

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

RONALD L. BOOK, P.A.

By: 
 Name: Ronald Book
 Title: CEO
 Date: 1/7/19

PUBLIC HEALTH TRUST OF
MIAMI-DADE COUNTY, FLORIDA

By: 
 Name: Carlos A. Yrigoyen
 Title: President + CEO
 Date: 1/11/19

Approved for legal sufficiency and form by
the Miami-Dade County Attorney's Office.

Approved for sufficiency as to insurance and
liability by the Director of Risk Management
Department, Jackson Health System.

N/A - Boilerplate
 Signature _____ Date _____

N/A - Boilerplate
 Signature _____ Date _____



EXHIBIT A

1. RESPONSIBILITIES OF CONTRACTOR

- a. Communicate with the Trust's President/CEO or the Trust's governmental relations personnel, on an as needed basis, to review and analyze state government executive and legislative actions having a bearing on the Public Health Trust's Board's ("Board") fiscal and programmatic interests.
- b. Establish and maintain positive working relationships with the executive and legislative branches of the State government to enhance the Board's position with respect to financial assistance, including reimbursements, applications, regulatory procedures, legislation, budget authorizations and appropriations, and other similar matters.
- c. Review, on a continuing basis, all existing and proposed State policies, programs and legislation. Identify those issues that may affect the Board, and regularly inform the Board of these matters.
- d. Provide legislative expertise and consulting services.
- e. Provide staff with various areas of expertise to assist Trust's governmental relations personnel and the Board in advocating and advancing the Board's legislative priorities. These issues may include the preservation and enhancement of Medicaid programs, preservation and enhancement of the Low Income Pool Program, appropriations, and other such issues as they become important or necessary for the Trust.
- f. Establish and maintain a fully functional office, if required, including but not limited to, phones, facsimile, copy machine, personal computer with appropriate software, filing space for Trust staff or Board members that may travel to Tallahassee, and provide clerical assistance for said staff or Board members to ensure effective coordination between Tallahassee and the Board.
- g. Provide a full range of legislative counsel and advocacy services, including preparing weekly tracking reports advising the CEO/President and the Trust's governmental relations personnel of the current status of legislation during the legislative session.
- h. Advise the CEO/President or the Trust's governmental relations personnel, on a timely basis, of any issues, meetings, hearing or legislative and administrative procedures of relevance to the Board.
- i. Monitor State legislative committee meetings, state agency hearings and meetings, prior to and during the Regular and Special Legislative Sessions, at which specific issues within the Board's adopted legislative priorities are considered, as well as other issues that may impact the Board.
- j. Be available on a twenty-four hours, seven day per week basis during the legislative session, and immediately thereafter, responding to any call or pages by the CEO/President or Trust governmental relations personnel.
- k. Work with the CEO/President, Trust's governmental relations personnel and the Miami-Dade Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the Board's adopted legislative program.

- i. Counsel with the Board regarding appearances by Board staff or Board Members before Legislative Committees and State Administrative agencies.
- m. Assist in drafting, interpreting and monitoring legislation, regulations, amendments, report language, position papers, and testimony as needed.
- n. Be prepared, at all times, to obtain documentation and research materials upon request.
- o. Develop and evaluate strategy for the support, opposition or amendment of pending legislation.
- p. Testify and lobby before the Legislature, Governor and Cabinet as necessary and on behalf of the Board as necessary.
- q. Upon request, coordinate appointments/meetings between the Board Members or Board staff and appropriate state officials and legislators.
- r. Provide periodic written reports during those months that the legislature is not in Session, on issues of interest or concern to the Board. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies that have commenced, task force meeting updates, and advance notice of legislation being proposed.
- s. Prepare weekly session reports that details legislative action taken during the week, status of legislative issues, and anticipated action during the upcoming week.
- t. Provide a written session final report that summarizes the status of the Board's legislative priorities within sixty (60) days from the close of session.

2. FEES

The fees will be firm and fixed for the life of this Agreement and shall be payable in accordance with Article III of this Agreement.

This fee will be inclusive of all expenses (i.e. hotel, travel, meals, etc.). There shall be no separate cost billable to the Trust for expenses.

Fees for the 24-month term of this Agreement shall not exceed \$240,000.00. Such fees shall be payable on a monthly basis at \$10,000.00 per month.

OPTIONS TO RENEW

The total fees for each option to renew shall also be on a firm fixed fee basis and shall be payable in accordance with Article III of this Agreement.

Fees for each of the two twelve-month renewal periods will not exceed \$120,000.00 each, payable on a monthly basis at \$10,000.00 per month.

3. CONTRACTOR'S KEY PERSONNEL

- a. Ronald L. Book
- b. Kelly C. Mallette



