INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
SHANDS TEACHING HOSPITAL AND CLINICS, INC.
AND
GRAY ROBINSON, P.A.

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter the "Agreement") is hereby entered into between the Shands Teaching Hospital and Clinics, Inc. (hereinafter "UF HEALTH SHANDS") and Gray Robinson, P.A. (hereinafter the "CONSULTANT"), through the representative named below (hereinafter the "NAMED REPRESENTATIVE") for the personal services of CONSULTANT as described below. Hereinafter UF HEALTH SHANDS and CONSULTANT may be referred to collectively as the "Parties," or individually as the "Party."

1. **ENGAGEMENT DATES**

Date(s): January 1, 2020 through December 31, 2020.

2. **EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2020 and shall terminate on December 31, 2020. This Agreement may only be modified or amended through a writing signed by authorized signatories of the CONSULTANT and UF HEALTH SHANDS. Any Agreement amendments must be approved by the UF HEALTH SHANDS Legal Department.

3. **NAMED REPRESENTATIVE OF CONSULTANT PROVIDING SERVICES****:

Jason L. Unger
Gray Robinson, P.A.
301 South Bronough Street, Suite 600
P.O. Box 11189 (32302-3189)
Tallahassee, FL 32301

** NO SUBSTITUTIONS SHALL BE MADE EXCEPT UPON THE PRIOR WRITTEN AGREEMENT OF UF HEALTH SHANDS.

4. **NOTICES**

Any notice from one Party to the other Party related to this Agreement shall be in writing and shall be deemed to be given (i) upon delivery if by hand or overnight courier or (ii) three (3) days after mailing if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon delivery of notice to the other Party.

IF FOR UF HEALTH SHANDS: Shands Teaching Hospital and Clinics, Inc.
Edward Jimenez
Chief Executive Officer
P.O. Box 100326
Gainesville, Florida 32610-0326

With a Required Copy to: UF Health Shands Legal Services
P.O. Box 100303

Gainesville, FL 32610-0303

IF FOR CONSULTANT: Gray Robinson, P.A.
301 South Bronough Street, Suite 600
P.O. Box 11189 (32302-3189)
Tallahassee, FL 32301

5. **DUTIES OF UF HEALTH SHANDS**

(a) Compensation

UF HEALTH SHANDS agrees to pay CONSULTANT for work performed hereunder a monthly fee of Six Thousand Six Hundred Sixty-Six and 66/100 Dollars ($6,666.67) upon receipt of an invoice following each month of service.

(b) Expenses

CONSULTANT shall be reimbursed for actual, reasonable, and necessary out-of-pocket expenses incurred by CONSULTANT in performing services pursuant to this Agreement on behalf of UF HEALTH SHANDS. The aforesaid expenses shall be limited to a total of five percent (5%) of the compensation paid to CONSULTANT. Expenses shall be submitted on a monthly expense report to which the original written receipts shall be attached as supporting documentation for the expense. Such expenses shall not include general overhead costs, such as clerical and word processing services, first class air travel, or other expenses not acceptable to UF HEALTH SHANDS. All expenses shall be reimbursed within thirty (30) days following the receipt of a proper invoice for same.

6. **DUTIES OF CONSULTANT**

(a) UF HEALTH SHANDS hereby engages CONSULTANT for governmental consulting and lobbying services including representation before the Florida Legislature and state agencies on behalf of the interest of UF HEALTH SHANDS. The Parties agree that the consultation services of CONSULTANT shall be available throughout the entire term of this Agreement.

(b) CONSULTANT shall comply with all state, federal, and local laws, including without limitation any governing registration, reporting, and conduct of lobbyist or government relations representatives (including by all of CONSULTANT'S principles and employees), and all UF HEALTH SHANDS' policies and codes of conduct relating to ethical business practices or other subjects relevant to consultant's services. In addition, CONSULTANT agrees to completely refrain from representing the interests of any HMOs or HMO clients on Medicaid rate issues or other conflicting issues during the term of this Agreement.

(c) CONSULTANT agrees to completely refrain from representing the interests of any health plans, including, but not limited to, any HMO's during the term of this Agreement. CONSULTANT shall disclose any conflicts of interest to the UF HEALTH SHANDS Legal Department. In addition, CONSULTANT may represent other clients' interests, but shall not represent any interests conflicting with those of UF HEALTH SHANDS without its prior written consent during the term of this Agreement.

STANDARD TERMS AND CONDITIONS

7. INDEPENDENT CONTRACTOR

This Agreement does not and shall not create nor imply an employee/employer relationship between CONSULTANT and UF HEALTH SHANDS. The Parties agree that they are independent contractors and neither is an agent, employee, partner or joint venturer of the other. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relation between the Parties. Furthermore, neither Party is authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, contribution taxes, and unemployment insurance applicable to such personnel to the extent required by law. UF HEALTH SHANDS does not reserve any control with respect to the overall activities of CONSULTANT.

8. TERMINATION

Either Party may terminate this Agreement without cause upon thirty (30) days written notice. UF HEALTH SHANDS may terminate this Agreement immediately if CONSULTANT engages in lobbying, consulting, or employment which UF HEALTH SHANDS considers to be a conflict of interest.

9. REPORTING

CONSULTANT agrees that Edward Jimenez, Chief Executive Officer, shall serve as the primary UF HEALTH SHANDS contact for this Agreement. CONSULTANT shall report to Mr. Jimenez or his designated representative.

10. CHOICE OF LAW

This Agreement shall be interpreted in accordance with Florida law and the exclusive jurisdiction for any proceedings conducted hereunder shall be in a court of competent jurisdiction in Alachua County, Florida.

11. SEVERABILITY

Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. In any such case, such determination shall not affect any other provision of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12. LIABILITY

(a) UF HEALTH SHANDS is insured for liability protection. Such protection applies to UF HEALTH SHANDS and its officers, employees and agents while acting within the scope of their employment. CONSULTANT must provide its own liability coverage.

(b) CONSULTANT agrees to hold UF HEALTH SHANDS harmless from any loss, claim, damage or liability of any kind arising out of the acts or omissions of the CONSULTANT or an employee, officer or agent of the CONSULTANT arising out of or in connection with this Agreement.

13. INSURANCE

The CONSULTANT may be required to show evidence of financial responsibility by providing a certificate of insurance for worker's compensation and liability coverage as determined by UF HEALTH SHANDS Risk Management.

14. PATIENT PROTECTED HEALTH INFORMATION

CONSULTANT shall not have access to patient protected health information (PHI), unless CONSULTANT performs a patient-related service on behalf of UF HEALTH SHANDS and first enters into a business associate agreement with UF HEALTH SHANDS.

15. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Florida Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

16. RECORD KEEPING AND RECORD RETENTION; FEDERAL ACCESS

(a) CONSULTANT shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances. UF HEALTH SHANDS shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to this Agreement. CONSULTANT shall retain all documents applicable to the Agreement for a period of not less than four (4) years after final payment is made.

(b) To the extent required pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (42 U.S.C. Section 1395x(v)(I)(I)), the Parties shall, until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by reason of the activities of the Parties pursuant to this Agreement. Any subcontracts entered into hereunder by CONSULTANT for the provision of the services contracted for herein, if otherwise allowed by this Agreement, with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, shall contain this clause imposing the same obligations upon each subcontractor.

17. **RECORDING, CERTIFICATION, AND TRAINING**

CONSULTANT agrees to take such actions as are necessary to ensure UF HEALTH SHANDS is in compliance with all federal or state laws, rules and regulations governing lobbying, ethics, or similar laws with respect to CONSULTANT'S activities.

18. **NO USE OF UF HEALTH SHANDS EMPLOYEES**

The CONSULTANT shall not engage the services of any person or persons employed by UF HEALTH SHANDS during the term of this Agreement to provide services relating to this Agreement without the express written consent of the UF HEALTH SHANDS.

19. **NO THIRD PARTY BENEFICIERIES**

This Agreement does not create, and shall not be construed as creating any rights enforceable by any person not a Party to this Agreement.

20. **WAIVER**

No failure or delay of either Party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such Party of any right. Either Party may resort to one form of remedy without such remedy constituting a waiver of alternative remedies.

21. **USE OF NAME**

The Parties agree that they will not refer to this Agreement or to a Party's participation herein or use of a Party's (or its employees, agents, investigators, or affiliates) name, symbols, trademarks, service marks, or logos in any advertisement, promotion, brochure, solicitation, or similar document or for any marketing, public relations, advertising, display, or other business purpose, or make any statement to the public without the other Party's prior written consent which may be given or withheld at the sole discretion of the Party whose consent is sought. However, the Parties shall have the right to refer to this Agreement as appropriate in the conduct of its business and in any filings required with any governmental agency or as otherwise required by law.

22. **EXCLUSION OR CONVICTION**

CONSULTANT warrants to UF HEALTH SHANDS that CONSULTANT is (a) not excluded from participation in any federal health care program, as defined under 42 USC sec. 1320a-7b(f), or any form of state Medicaid program, (b) not excluded from contracting with any federal agency, and (c) has not been convicted of a criminal offense related to (i) the neglect or abuse of a patient or (ii) health care fraud. CONSULTANT further warrants that it is not aware of any employee of CONSULTANT (or other person providing services on behalf of CONSULTANT under this Agreement) that is so excluded or convicted. CONSULTANT agrees to notify UF HEALTH SHANDS of any such criminal conviction or any such exclusion within seven (7) days of CONSULTANT'S first learning of it. UF HEALTH SHANDS shall have the right to immediately terminate this Agreement upon notification that CONSULTANT has been excluded or convicted or that any employee of CONSULTANT (or other person providing services on behalf of CONSULTANT under this Agreement) has been so excluded or convicted.

23. **ASSIGNMENT**

CONSULTANT acknowledges that the services to be rendered by CONSULTANT are unique and personal. Accordingly, CONSULTANT shall not transfer any of the rights, obligations, or interests under this Agreement. This Agreement shall inure to the benefit of and be binding upon UF HEALTH SHANDS and its legal successors.

24. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any and all agreements, either oral or in writing, and any other agreement hereto with respect to the rendering of services by CONSULTANT for UF HEALTH SHANDS and supersedes any prior agreement between the Parties for the same or similar services. This Agreement contains all of the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, who is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

25. **EXECUTED CONTRACT SIGNATURE**

This Agreement shall be binding upon the Parties hereto, their successors and assigns, upon due execution by both Parties. The undersigned represents that he or she is a representative authorized to sign on behalf of the CONSULTANT and to enter into this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have executed this INDEPENDENT CONTRACTOR AGREEMENT as of the dates indicated below:

Consultant

Jason L. Unger

12-10-19
Date

Shands Teaching Hospital and Clinics, Inc.

Edward Jimenez
Chief Executive Officer

1/3/20
Date