

# **Legal Affairs and Governmental Relations Committee Meeting**

May 22, 2019 11:00 AM EDT

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# **NOTICE OF MEETING**

## **NORTH BROWARD HOSPITAL DISTRICT**

### **BOARD OF COMMISSIONERS**

A Legal Affairs & Governmental Relations Committee meeting will be held on Wednesday, May 22<sup>nd</sup>, 2019, immediately following the Pension and Investment Committee meeting, at the Broward Health Corporate Spectrum Location: 1700 Northwest 49 Street, Fort Lauderdale, Florida, 33309. The purpose of this committee meeting is to review and consider any matters within the committee's jurisdiction.

Persons with disabilities requiring special accommodations in order to participate should contact the District by calling 954-473-7100 at least 48 hours in advance of the meeting to request such accommodations.

Any person who decides to appeal any decision of the District's Board with respect to any matter considered at these meetings will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes testimony and evidence upon which the appeal is to be based.

# **NORTH BROWARD HOSPITAL DISTRICT**

## **MINUTES**

North Broward Hospital District Board Of Commissioners  
1700 Northwest 49<sup>th</sup> Street, Suite #150, Ft. Lauderdale, 33309

### **LEGAL AFFAIRS AND GOVERNMENTAL COMMITTEE Immediately Following Governance Committee Meeting April 17, 2019**

**CALL TO ORDER** 10:39 am

#### **COMMITTEE MEMBERS**

- Commissioner Andrew M. Klein /Chair
- Commissioner Christopher T. Ure
- Commissioner Ray T. Berry
- Commissioner Nancy W. Gregoire
- Commissioner Stacy L. Angier (WebEx phone conference)
- Commissioner Marie C. Waugh (absent)

**ADDITIONALLY PRESENT** Gino Santorio/President/CEO, Alan Goldsmith/CAO, Alex Fernandez/CFO, Gabe Imperato/Interim General Counsel (WebEx), Jerry Del Amo/Managing Senior Associate, Brett Bauman/Associate General Counsel, Nigel Crooks/Chief Internal Auditor

**PUBLIC COMMENTS** None

#### **APPROVAL OF MINUTES**

5. Approval of Legal Affairs & Governmental Relations Committee meeting minutes, dated March 21, 2019.

**MOTION** It was *moved* by Commissioner Angier, *seconded* by Commissioner Berry, to:

**APPROVE THE LEGAL AFFAIRS & GOVERNMENTAL RELATIONS  
COMMITTEE MEETING MINUTES, DATED MARCH 21, 2019.**

Motion *carried* unanimously.

#### **TOPIC OF DISCUSSION**

Chairman Klein announced that items 6.1 through 6.3 would be discussed together as they all related to activities within the legal department.

- 6.1 Update on Legal Department spending
- 6.2 Update on new law firm engagement
- 6.3 General Legal Department updates

# **NORTH BROWARD HOSPITAL DISTRICT**

## **MINUTES**

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1700 Northwest 49<sup>th</sup> Street, Suite #150, Ft. Lauderdale, 33309

Chairman Klein reported that he requested six months of legal spending for committee review. The request was to include legal department expenses, compliance department expenses and risk department expenses.

An update was given on Foley & Lardner's outstanding charges. Chairman Klein reported that after several discussions related to questionable entries of legal charges and the designated Foley & Lardner representative disclosing he had not reviewed the invoices that were being discussed, Mr. Imperato was able to negotiate 15% off the remaining \$1.4 million balance, equaling to approximately \$210k in credit. Mr. Imperato added that several legal matters had been migrated from Foley & Lardner to other firms, at more reasonable rates.

Moving forward, senior management would be reporting month-to-month invoices being received, as well as the spending going out. Commissioner Gregoire requested that the current legal expense tracking chart include where the organization stood month-to- month towards the annual budget. She also asked that a column be added noting when legal matters were resolved versus just falling off the chart. Chairman Klein requested staff be more critical of the invoices. Commissioner Ure suggested the identity of the designated staff member overseeing each engagement be added to the chart. Commissioner Angier suggested Mr. Imperato train legal staff how to properly review and negotiate legal billing. Mr. Imperato confirmed the department had already tightened up their processes and could further improve if necessary.

Discussion ensued regarding Broward Health's payment review process and how it would be affected once the system migrated to electronic billing. Mr. Goldsmith stated that from a finance perspective it was not the finance department's responsibility to audit billable invoices, as they rely on legal staff to review, approve and attest the hours are billable and should be paid. The finance department ensures there is a PO, a contract in place and that rates are correct.

Mr. Del Amo introduced Wendy Pike, a healthcare attorney who rejoined Broward Health's legal department. Ms. Pike briefly shared her work history and legal experience.

Mr. Crooks, confirmed that audits are regularly made delineating high cost departments, in addition to ensuring best practices and Board policies are being adhered to.

### 6.4        Governmental Affairs Update

Ms. Arteaga reported on current legislature activities, in particular on Critical Care funding.

# **NORTH BROWARD HOSPITAL DISTRICT**

## **MINUTES**

North Broward Hospital District Board Of Commissioners  
1700 Northwest 49<sup>th</sup> Street, Suite #150, Ft. Lauderdale, 33309

**ADJOURNMENT** 11:17 am

**MOTION** It was *moved* by Commissioner Berry, *seconded* by Commissioner Gregoire, to:

**ADJOURN THE LEGAL AFFAIRS AND GOVERNMENTAL RELATIONS  
COMMITTEE MEETING.**

Motion *carried* unanimously.

Respectfully submitted,  
Commissioner Ray T. Berry  
Secretary / Treasurer

DRAFT

**SUMMARY OF REQUEST**

<b>DATE:</b>	May 29, 2019
<b>FACILITY:</b>	Broward Health Physician Group
<b>PROGRAM/PRODUCT LINE:</b>	Hospice and Palliative Medicine
<b>REQUEST:</b>	Approval to enter into a new two-year agreement at the 83rd percentile with Dr. Maria Farrell for Hospice and Palliative Care services.
<b>PURPOSE:</b>	To provide Hospice and Palliative Care services within the community.
<b>CAPITAL REQUIRED:</b>	None
<b>BUDGET STATUS:</b>	Budgeted
<b>LEGAL REVIEW:</b>	The contract is subject to General Counsel's review and approval as to legal form and conditioned on no material changes in the approved business terms.
<b>APPROVED:</b>	 Gino Santorio 05/15/2019 17:59 Eastern Daylight Gino Santorio, President/CEO BH
	DATE: _____

**MEMORANDUM**

**TO:** Board of Commissioners

**FROM:** Gino Santorio, President/CEO BH

**DATE:** May 29, 2019

**SUBJECT:** Approval to enter into a new 2-year Agreement at the 83rd percentile with Dr. Maria Farrell for Hospice and Palliative Care services.

**BACKGROUND**

The Physician Group of North Broward Hospital District d/b/a Broward Health (“Broward Health”), is seeking to enter into a new employment agreement with Dr. Maria Farrell. Dr. Farrell obtained her Doctor of Osteopathic Medicine from Nova Southeastern University College of Medicine in Ft. Lauderdale, Florida in 2011. She completed a Family Medicine Internship and Residency at Broward Health Medical Center, in 2014 and Fellowship in Palliative Care in 2015. Dr. Farrell is an experienced, Board Certified Family Medicine Physician with Sub Certification in Hospice and Palliative Medicine. She maintains an unrestricted license to practice medicine in the State of Florida. As a safety-net hospital Broward Health is obligated to provide services to meet the community needs. To that end, Broward Health has documented and objectively determined there is a legitimate business purpose for the services of a qualified physician to provide clinical services in the medical specialty of Hospice and Palliative Care to Broward Health patients within the District.

**ACTION/PROJECT DESCRIPTION**

Broward Health is requesting that the Board of Commissioners authorize the President/CEO to enter into a new 2 year contractual agreement with Dr. Maria Farrell. An independent third-party appraisal determined that the proposed arrangement is commercially reasonable and the total compensation is within fair market value. Specifically, the proposed salary is a two year guaranteed base salary set at the 75th percentile with twenty percent (20%) of the base salary at risk for satisfaction of quality and compliance metrics. A one-time sign on bonus brings the overall maximum compensation to the 83<sup>rd</sup> percentile. There will be no opportunity for productivity based incentive compensation. The physician’s productivity, quality and compliance metrics will be monitored by Broward Health Physician Group’s administrative team and monthly scorecards will be provided to the physician.

## **FINANCIAL/BUDGETARY IMPACT**

The proposed salary is budgeted for FY19.

## **JUSTIFICATION**

Broward Health has documented and objectively determined that there is a legitimate business purpose to provide Hospice and Palliative Medicine Services at Broward Health Medical Center.

There are currently no employed Hospice and Palliative Care specialists to provide clinical services within the Broward Health Medical Center Region. Previous services were provided by a community physician contracted to provide both medical director and clinical services. The community physician and another physician employed by the community physician provided hospice and palliative medicine clinical services at Broward Health Medical Center. However, recently the community physician resigned and also eliminating the physician's position employed by the community physician. This has left a void in access to care and the availability of skilled physicians to support Broward Health's patient needs.

As a licensed Medicare and Medicaid certified home hospice care service accredited by the Community Health Accreditation Program (CHAP), Broward Health is dedicated to supporting its mission to care for patients and families of those facing life threatening illness, death and bereavement. It is critical to employ Dr. Maria Farrell to support the community need for Hospice and Palliative care services within the Broward Health Medical Center service area and to ensure access to patient care and the availability of appropriately trained physicians.

Recommendations from the Community Needs Assessment suggest that a critical priority is providing better access to care by enhancing access to specialists throughout the service area.

## **STAFF RECOMMENDATION**

**Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize the President/CEO to enter into a new 2-year employment agreement with Dr. Maria Farrell for the provision of Hospice and Palliative Care services at Broward Health Medical Center.**

## SUMMARY OF REQUEST

<b>DATE:</b>	May 29 <sup>th</sup> 2019
<b>FACILITY:</b>	Broward Health Imperial Point.
<b>PROGRAM/PRODUCT LINE:</b>	Broward Health Imperial Point – Cardiac services.
<b>REQUEST:</b>	Board Approval to enter into an 18-month lease for a Modular Cardiac Catheterization Laboratory.
<b>PURPOSE:</b>	The modular unit will allow us to perform Stemi procedures as well as Interventional Radiology procedures without interrupting either service. The unit will remain until the new Cardiac Catheterization suite is completed.
<b>CAPITAL REQUIRED:</b>	None
<b>FISCAL IMPACT:</b>	FY 2020 - \$487,500 FY 2021 - \$240,000
<b>BUDGET STATUS:</b>	FY 2020 Budget
<b>LEGAL REVIEW:</b>	The contract is subject to General Counsel's review and approval as to legal form and conditioned on no material changes in the approved business terms.

**APPROVED:**

Gino Santorio 05/20/2019 13:11 Eastern Daylight

DATE: \_\_\_\_\_

Gino Santorio, President/CEO BH



6401 N. Federal Highway  
Fort Lauderdale, FL 33308  
[954.776.8500](tel:954.776.8500)

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Gino Santorio, President/CEO BH

**DATE:** 5/29/19

**SUBJECT:** Broward Health Imperial Point Cardiac Services requests approval to lease a Modular Catheterization unit for a period of 18-months.

### BACKGROUND

In December 2018 BHIP received its Level 1 Cardiovascular Program License and began performing interventional cardiac catheterizations, and is prepared to go live as a STEMI receiving facility. However, with one cardiac catheterization lab that is shared with our Interventional Radiologists accepting STEMI patients has not been possible due to the potential for having a patient on the table undergoing a procedure when the STEMI arrives. The modular unit will support us in offering the community much more comprehensive cardiac services while maintaining emergency services for interventional radiology cases as well.

### ACTION/PROJECT DESCRIPTION

Lease of a 12 x 48-foot Modular Cardiac Catheterization Lab to be installed on a pre-existing pad already constructed for Modular units. This unit will allow us to perform Stemi procedures as well as Interventional Radiology procedures without interrupting either service. The unit will remain on-site until the new Cardiac Catheterization suite is completed.

### FINANCIAL/BUDGETARY IMPACT

FY 2020 operating \$727,500 for 18 months.

### JUSTIFICATION

Currently Cardiac Catheterization procedures are being performed in the shared interventional radiology suite. When a patient suffers a STEMI (ST-elevation Myocardial infarction) in our service area, the most severe and deadly form of heart attack, EMS protocols require EMS to transport the patient to the nearest PCI (percutaneous coronary intervention) facility. Broward Health Imperial Point provides Interventional/PCI procedures and 24-hour emergency services to both cardiac and interventional radiology patients. Therefore, a room must be available for both service lines in anticipation of life threatening cardiovascular conditions, as well as life threatening interventional radiology/vascular emergencies. The Modular Catheterization Lab will serve as the perfect partner to the existing lab that's currently being shared for both interventional radiology and cardiac procedures.

**Therefore, it is requested that the Board of Commissioners of the North Broward Hospital District authorize the President/CEO to approve the RFP for a Lease of a Modular Cardiac Catheterization Laboratory from Modular Devices for \$727,500,00**

## **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into as of May 29, 2019 ("Effective Date") by and between North Broward Hospital District d/b/a Broward Health ("Broward Health"), and Linda A. Epstein ("Employee").

**WHEREAS**, Broward Health desires to employ Employee and to enter into an agreement embodying the terms of such employment; and

**WHEREAS**, Employee desires to accept such employment agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

### **1. Employment.**

(a) **Title, Position.** Broward Health agrees to employ Employee as General Counsel, Broward Health, and Employee agrees to such employment and to serve in such position, subject to the terms and conditions of this Agreement.

(b) **Term; At-Will.** The term of this Agreement shall commence on June 17, 2019 (the "Effective Date") and shall continue for a period of three (3) years, expiring on June 17, 2022, subject to the extension of the term as hereinafter provided, unless earlier terminated as further provided in this Agreement. The Agreement may thereafter be extended for additional successive one-year periods. Either Broward Health or Employee is required to give at least ninety (90) days written notice of intent not to exercise the extension year. The initial term of this Agreement, together with any and all agreed upon extensions of the initial term, shall be referred to as the "Term" of the Agreement. Regardless of any other provision in this Agreement, the parties agree that Employee's employment is "at will," which is exempt from accruing or receiving any property rights other than as set forth in this Agreement, and which means that either party may terminate the employment relationship at any time without Cause as defined in Section 3.b. on ninety (90) days' notice. Further, Employee understands and agrees that Employee waives any rights Employee may have pursuant to Florida Statutes or any other applicable local, state, and federal law now in effect or subsequently adopted to any prescribed notice or hearing prior to termination.

(c) **Duties and Responsibilities.** (See Appendix A) During the

Term, Employee shall have such authority and responsibility and perform such duties customary to Employee's office and as are necessary to the business and operations of Broward Health. Broward Health reserves the right, in its sole discretion, to add, modify, delete, or otherwise change Employee's duties, responsibilities, authority, reporting structure, and work location. During the Term, Employee shall perform Employee's duties honestly, diligently, competently, in good faith, in the best interests of Broward Health, and shall use Employee's best efforts to promote the interests of Broward Health. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act in the best interests of Broward Health and to do no act that would injure the business, interests, or reputation of Broward Health. Broward Health and Employee understand and agree that Employee shall be permitted to serve on industry, trade, civic, or charitable boards or committees provided that (i) such activities do not conflict with the goals and objectives of Broward Health, (ii) such activities do not interfere with the performance of the Employee's duties and responsibilities to Broward Health, and (iii) Employee is devoting substantially all of Employee's business time to Employee's duties and obligations under this Agreement. Further, Employee shall be permitted to make personal appearances, attend seminars, and/or lecture on matters relevant to Broward Health so long as such appearances promote and market the healthcare services provided by Broward Health.

(d) Employee understands that Broward Health's Bylaws and Charter are incorporated into this Agreement and shall constitute material provisions of this Agreement.

## 2. Compensation.

(a) Base Salary. In consideration for Employee's services hereunder and the other obligations contained herein, Employee shall be paid an annual base salary of \$373,568 subject to any taxes or withholdings required by law (the "Base Salary"), payable in accordance with Broward Health's customary payroll practices. Employee may be entitled to such increases in Employee's Base Salary, if any and at any time during the Term, as may be determined from time-to-time by the Board of Commissioners (or a duly appointed committee or authorized representative thereof) at its sole discretion. Employee understands any evaluations of performance are not necessarily related to compensation increases and positive performance evaluations do not guarantee increases in compensation or promotions.

(b) Incentive Compensation. Employee shall be eligible to

receive financial performance-based compensation (sometimes referred to as incentive compensation) in addition to Employee's Base Salary. Eligibility will be in accordance with the terms and conditions of that compensation plan, up to a maximum of 20 percent of Employee's Base Salary consistent with Appendix B. (for the purpose of this agreement the General Counsel will be considered a Tier 1 employee and all rules governing the Incentive Compensation Plan will apply) Employee shall not be eligible to receive any such incentive compensation to the extent Employee is not employed by Broward Health at the time the incentive compensation is paid and/or if Employee's employment is terminated as provided under Section 3(a), (c), or (d).

(c) Benefits. During the Term, Employee shall be entitled to participate in any insurance program, pension plans, and other fringe benefit plans and programs as are from time-to-time and maintained for the benefit of Broward Health's employees of comparable rank and status as Employee, subject to the provisions of such plans and programs.

(d) Paid Time Off. During the Term, Employee will be entitled to paid vacation days, sick days, holidays, and leave during each year of the Term in accordance with the policies of Broward Health in effect for its employees.

(e) Expenses. In accordance with and as allowed by Florida law, Employee shall be reimbursed for out-of-pocket expenses reasonably incurred by Employee on behalf of or in connection with the business of Broward Health. This may include professional dues and subscriptions for Employee's participation in national, regional, state, and local associations and organizations and travel and per diem of Employee while on Broward Health business, while attending functions as the representative of or on behalf of Broward Health, or while attending short courses, institutes, and seminars. Any request for reimbursement shall be subject to the review and approval of the North Broward Hospital District Board of Commissioners (which review and approval must be obtained before incurring liability or expense) and shall be subject to the standards and guidelines followed by Broward Health.

### 3. Termination.

(a) With Cause. Employee's employment with Broward Health may be immediately terminated by Broward Health with "Cause" upon written notification to Employee upon the occurrence of any of the following events: (i) Employee engages in any act of theft, fraud, embezzlement, misappropriation, breach of fiduciary duty, or other act of dishonesty; (ii) Employee is

convicted of, or pleads guilty or no contest to, any felony crime or any misdemeanor involving a crime of moral turpitude (other than misdemeanor traffic violations); (iii) Employee's reporting to work under the influence of illegal drugs or unauthorized prescription drugs, Employee's use of (or testing positive for) illegal drugs or unauthorized prescription drugs while at work or scheduled to be at work, or Employee's possession, sale, or distribution of illegal drugs or unauthorized prescription drugs (whether or not at the workplace); (iv) Employee's insubordination or failure or refusal to perform the duties and responsibilities required to be performed by Employee under the terms of this Agreement; (v) Employee's threatened or actual physical violence; (vi) Employee's harassment, discriminatory or retaliatory conduct; (vii) Employee's intentional or negligent conduct that may risk or causes injury to oneself, another person, or Broward Health property; (viii) Employee's inability to perform Employee's duties and responsibilities as provided herein due to Employee's death or disability (as defined in Section 3); or (ix) Employee breaches any other provision of this Agreement, or otherwise fails to perform any provision of this Agreement, and such breach or failure continues uncured for a period of thirty days after a written notice to Employee specifying the nature of the alleged breach or failure thereof.

(b) Without Cause. Broward Health may terminate Employee's employment hereunder at any time without "Cause" by giving written notice to Employee at least ninety (90) days prior to the proposed date of termination to include expiration of this agreement without renewal.

(c) Voluntary Termination of Employment by Employee. Employee may voluntarily terminate Employee's employment with Broward Health hereunder at any time by giving written notice to Broward Health at least 90 days prior to the proposed date of termination ("Proposed Date of Termination"). Upon receipt of such notice, Broward Health may, at its sole discretion, advance (accelerate) the effective date of such termination of employment to any earlier date ("Actual Date of Termination") in which case Broward Health shall pay Employee the balance of Employee's Base Salary, Incentive Compensation (if permitted under the terms of the applicable plan), benefits, paid time off (if permitted under the terms of the applicable plan), and expenses (submitted in accordance with Broward Health's policies) for the period commencing on the Actual Date of termination and ending on the proposed date of termination. Such payment shall be paid in accordance with Broward Health's normal payroll practices and procedures following the Actual Date of Termination. Payment will be made net of all applicable payroll withholding and taxes.

(d) Death or Disability. The employment relationship between Broward Health and Employee shall automatically terminate upon the death or disability of Employee. "Disability" shall mean Employee's inability due to injury or illness, to substantially perform his/her duties under this Agreement, with reasonable accommodation, for a period of ninety (90) consecutive days. Upon termination and pursuant to this paragraph, for death or disability, Employee or the personal representative or guardian ad litem of Employee's estate, as the case may be, shall be entitled to receive any unpaid Base Salary, Incentive Compensation (if permitted under the terms of the applicable plan), benefits, paid time off (if permitted under the terms of the applicable plan), and expenses (submitted in accordance with Broward Health's policies) through the effective date of termination.

(e) Effect of Termination of Employment; Severance Pay. In addition, in the event of a termination of Employee's employment without Cause pursuant to section 3(b) hereof, Employee shall be entitled to receive severance pay in an amount equal to 6 months of Employee's Base Salary as determined as of the date of termination of Employment. In order for Employee to receive Severance Pay, Employee must sign and not revoke a Severance Agreement containing a general release and waiver of all claims in favor of Broward Health, its successors, assigns, agents, legal representatives, employees, officers, directors and attorneys, as well as other reasonable terms and conditions as required by Broward Health ("the Release"). Broward Health will provide employee with a copy of the Severance Agreement when Employee's employment terminates. To be eligible to receive Severance Pay under this Agreement, the Employee must sign and execute the Severance Agreement within thirty (30) days from Employee's last date of employment with Broward Health. To the extent Employee signs and does not revoke the Release, the severance pay shall be paid in equal installments in accordance with Broward Health's normal payroll, practices, and procedure following the expiration of any revocation period contained in the Release. The Severance Pay will be made net of all applicable payroll withholding and taxes. Employee will be able to continue Health/ Dental/ Vision/ and Prescription Insurance coverage (per current enrollments) at the employee rates and will be solely responsible for payment of said Insurance contributions. At the expiration of the severance period, Employee will be eligible to continue Insurance coverage pursuant to applicable law without any contribution by BROWARD HEALTH.

#### 4. Confidentiality.

Employee acknowledges that as a result of Employee's employment with Broward Health, Employee has had or may have access to confidential, proprietary, trade secret, and/or non-public information concerning the business or affairs of Broward Health or its subsidiaries and affiliates, including but not limited to information concerning patients, suppliers, licensees, licensors, distributors, vendors, contracts, or arrangements with patients, suppliers, licensees, licensors, distributors, vendors (including special terms and deals), employees, marketing plans, business plans, operations, pricing, promotions, and business practices and strategies and methods (collectively "Confidential Information"). Accordingly, both during and after employment with Broward Health (regardless how it ends), Employee (i) shall use the Confidential Information solely in connection with Employee's employment with Broward Health and for no other purpose, (ii) take all precautions necessary to ensure that the Confidential Information shall not be, or be permitted to be, shown, copied, or disclosed to third parties, other than as intended within the scope of Employee's employment or as otherwise approved by Broward Health in writing, and (iii) observe all policies implemented by Broward Health from time-to-time with respect to the Confidential Information that are not in conflict with this Agreement. In the event that Employee is ordered to disclose any Confidential Information, whether in a legal or regulatory proceeding, Employee shall provide Broward Health with written notice within 5 days of such request, subpoena, or order so that Broward Health may seek to prevent disclosure if necessary.

#### 5. Employee Representation.

Employee represents and warrants to Broward Health that (i) Employee's employment with Broward Health and/or the execution, delivery, and performance of this Agreement by Employee do not and shall not conflict with, breach, violate, or cause a default under any contract, agreement, instrument, order, judgment, or decree to which Employee is a party or which by Employee is bound and (ii) Employee is not a party to or bound by any employment agreement, non-compete agreement, confidentiality agreement, or other post-employment obligation with any other person or entity that would limit Employee's job duties or obligation with Broward Health in any way. Employee further represents that Employee has been instructed by Broward Health and certifies that Employee will not disclose to Broward Health, any confidential, non-public, and/or

proprietary business information and trade secrets belonging to any former employer.

6. Inventions, Patents, and Copyrights.

(a) Ownership of Developments. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of performing work for Broward Health or its patients, suppliers, licensees, licensors, distributors, vendors (collectively, the "Work Product") shall belong exclusively to Broward Health and shall, to the extent possible, be considered a work made by Employee for hire for Broward Health within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by Employee for hire for Broward Health, Employee agrees to assign, and automatically assigns at the time of creation of the Work Product, without any requirement of further consideration, all right, title, or interest Employee may have in such Work Product. Upon the request of Broward Health, Employee shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

(b) Books and Records. All Confidential Information, books, records, reports, writings, notes, notebooks, computer programs, sketches, drawings, blueprints, prototypes, formulas, photographs, negatives, models, equipment, reproductions, proposals, flow sheets, supply contracts, patient lists, and other documents and/or things relating in any manner to the business of Broward Health and its subsidiaries and affiliates (including but not limited to any of the same embodying or relating to any Confidential Information), whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of Broward Health and shall not be copied, duplicated, replicated, transformed, modified, or removed from the premises of Broward Health except pursuant to the business of Broward Health and its subsidiaries and affiliates and shall be returned immediately to Broward Health on termination of Employee's employment hereunder or on Broward Health's request at any time.

7. Non-Disparagement.

Employee agrees that Employee will not disparage the products, services, employees, officers, and director of Broward Health. "Disparage" means remarks, comments, or statements that impugn the character, honesty, integrity, morality, business acumen,

or abilities in connection with any aspect of the operation of that business of the individual or entity being disparaged. This provision is not to be construed as interfering with or limit Employee's ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including testifying or providing documents or other information, without notice to Broward Health.

#### 8. Notices.

All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be writing and shall be deemed to have been given (i) when personally delivered, or (ii) one day after being sent by reputable overnight express courier (charges prepaid) or (iii) five days following mailing by certified or registered mail, postage prepaid. Unless another address is specified in writing, notices, demands, and other communications to be the parties shall be sent to the addresses indicated below:

Linda A. Epstein  
3100 NE 48<sup>th</sup> Street  
#1009  
Fort Lauderdale, FL 33308

North Broward Health District Attn: Board Chairman  
1800 NW 49th Street  
Fort Lauderdale, FL 33309

Copy to:

North Broward Hospital District Attn: President/CEO  
1800 NW 49th Street  
Fort Lauderdale, FL 33309

#### 9. Independent Obligations; Severability; Survival.

Each of the provisions herein is considered independent of any other provision in this Agreement or any other agreement executed by Employee. Further, Employee's obligations hereunder are independent of any Broward Health obligation. The existence of any claim or cause of action by Employee against Broward Health shall not constitute a defense to the enforcement by Broward Health of the covenants herein. If any one or more of the provisions contained in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement as the parties agree

that the legal authority shall revise the provisions contained herein to cover the maximum scope permitted by law. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction (and it is not capable of modification as described above), it shall be severed and such invalidity, illegality, or unenforceability shall not affect the enforceability of the provision in any other jurisdiction, nor shall it affect the enforceability of any other provision of this agreement.

10. Entire Agreement.

This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matters including but not limited to all prior arrangements respecting Employee's employment, whether written or verbal. None of the parties have made any oral representations in connection with this Agreement.

11. Amendment; Waiver.

This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude the exercise any other right, power, or privilege. No waiver of any breach of any provision shall be determined to be a waiver of any proceeding or succeeding breach of the same or any other provision, nor shall any waiver implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under another agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. Title rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity that they may have against each other.

12. Assignment.

This Agreement, and Employee's rights and obligations hereunder, may not be assigned or delegated. Broward Health may assign its rights and delegate its obligations hereunder to any affiliate, successor, or assign.

**13. Governing Law; Arbitration.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflict of law. The parties agree to settle by final and binding arbitration before the American Arbitration Association any and all claims and controversies arising out of or relating to Employee's employment by Broward Health, including, but not limited to: (i) any claim involving conduct alleged to be in violation of local, state, or federal statutory or common law; (ii) any contract or tort theories; and (iii) any claim arising out of or relating to the recruiting, hiring, employment with, and ending of Employee's employment with Broward Health, including but not limited to any pre-existing disputes, acts or omissions, known or unknown (collectively "Arbitral Claims"). All disputes concerning the validity, interpretation, and application of this Agreement, including all disputes whether a claim is subject to arbitration, shall be decided by the arbitrator. This Agreement does not apply to or cover the following claims: (i) claims for workers' compensation benefits, except any claim for retaliation in violation of a workers' compensation law is deemed an Arbitral Claim; (ii) claims for unemployment compensation benefits; and (iii) claims based upon a pension or benefit plan that contain an arbitration or other dispute resolution procedure, in which case the provisions of such plan shall apply. Employee is not waiving the right to file or institute a complaint or charge with any government agency authorized to investigate or resolve employment-related matters (e.g., a charge of discrimination), or any other comparable local, state, or federal agency. The arbitration shall take place in Broward County, Florida, in the English language. Nothing herein shall prohibit a party from obtaining temporary injunctive relief or other provisional judicial relief from the arbitrator or any court of competent jurisdiction if necessary to avoid a breach of the confidentiality provisions detailed in paragraph 4 above. If a party should obtain temporary injunctive relief from a court of competent jurisdiction to avoid a breach of the confidentiality provisions detailed in paragraph 4 above, the arbitrator may later vacate, modify, or make permanent such relief. Except as otherwise provided in this agreement, or as agreed in writing by the parties, the existence or potential existence of an arbitration, the content of the arbitration, the results of the arbitration, and all information disclosed during the arbitration process will be kept confidential to the maximum extent permitted by law.

**14. Attorneys' Fees and Costs.**

If either party breaches this Agreement, or any dispute arises out of or relating to this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party also shall be entitled to recover reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs including but not limited to costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges.

15. Headings.

The paragraph headings in this Agreement are for purposes of convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

16. No Strict Construction.

The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

17. Consultation with Counsel--Voluntary Agreement.

The parties acknowledge that they have had the opportunity to freely consult with attorneys of their own choosing and are fully aware of their rights, responsibilities, and the consequences of the execution of this Agreement prior to signing. Employee represents and agrees that this Agreement was reached through arm's length negotiation in which Employee had the opportunity to be represented by counsel. This Agreement was reached knowingly and voluntarily and that there was no undue influence, overreaching, collusion, or intimidation.

18. Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Employee and North Broward Hospital District, d/b/a Broward Health, have caused this Agreement to be executed as of the Effective Date.

**EMPLOYEE:**  
**District**

**North Broward Hospital**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** Linda A. Epstein  
M. Klein, Esq.

**Print Name:** Andrew

**Title:** General Counsel

**Title:** Board Chairman

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## JOB DESCRIPTION

**Title:** General Counsel

**Effective Date:** 4/6/2016

**Job Code:** 01433

**JOB SUMMARY:**

The General Counsel at Broward Health reports to the Board of Commissioners with oversight and management responsibility for all legal strategies, issues, matters, services and resources. The General Counsel services as a business-oriented, senior legal advisor to the Board, CEO and other members of the executive team, focusing on the most important legal strategies and issues facing the District, and providing effective leadership for the legal function, in addition to providing legal advice and counsel. Support adherence to BH's compliance and ethics program, policies, procedures and Code of Conduct.

**SUPERVISION:**

- A. **Reports to:** North Broward Hospital District Board of Commissioners
- B. **Supervises:** Legal Staff

**JOB QUALIFICATIONS:**

**A. Education (or equivalent years of experience):**

Law degree and preferably business, healthcare or hospital administration degree or coursework.

**B. Experience (or equivalent education):**

C. Minimum 10 years as a practicing lawyer, with significant experience in healthcare law, contracts and legal agreements. GC office and healthcare experience preferred. Significant experience supporting public sector clients.

**D. Licensure:**

Admission to the State of Florida Bar

**E. Certification/Registration:**

N/A

**F. Special Training:**

N/A

**WORKING CONDITIONS:**

**A. Physical demands required on a regular basis to perform the essential functions of this job:**

1. **Level:** Sedentary.
2. **Weight Lifted (Frequency of Lift):** 10 lbs Infrequently OR Frequently 10 lbs and less.
3. **Walking/Carrying:** 1.5 mph No Grade -OR- Slower speed with 10 lbs or less
4. **Typical Energy Required:** 1.5 METS.

**B. Environmental demands under which this job is performed on a regular basis:**

1. **Level:** Moderate.
2. **Environment:** Rarely exposed to patient care activities or some exposure to environmental hazards.

**RESPONSIBILITIES:**

**1. EXCEPTIONAL SERVICE:**

Proactively build internal and external customer relationships and loyalty; meet or exceed customer needs and provide satisfaction within available resources; consistently role model exemplary behavior.

**2. COLLABORATIVE TEAM:**

Initiate, participate and maintain an environment to support productive partnerships, relationships, team spirit, pride and joint efforts within work groups and across departmental and organizational lines; facilitate others to achieve overall organizational high performance, quality outcomes, goals and objectives.

**3. ACCOUNTABILITY FOR POSITIVE OUTCOMES:**

Assume personal responsibility and accountability for meeting and exceeding goals and standards; continuously improve and grow product lines and services that enhance operational bottom line performance; explore opportunities for continuous development; assume responsibilities for errors, learn from them and implement solid action plan.

**4. FOSTERING INNOVATION:**

Anticipate need for organization and operational change; seek, recommend and implement creative improvements in products and services; apply and engage in out-of-the-box thinking; challenge current practices and status quo; focus on doing the right things as well as doing things right to accomplish strategic objectives.

**5. VALUING EMPLOYEE AND COMMUNITY FAMILY:**

Create and maintain an atmosphere of accepting all others; treat co-workers, customers and business partners with dignity and respect; continually strive to include all others to produce higher quality products and services; build positive, productive work relationships.

**6. STRATEGY & PLANNING:**

Provides proactive leadership to assist the organization with legal adherence and compliance through the development of a comprehensive metrics driven plan to support Broward Health strategic objectives, initiatives, mission, vision, and goals.

**A. Management of Legal Function:**

- a. Develop a strategic business model for corporate legal practice & legal function with key performance indicators, based on the Broward Health's vision, mission, strategic plans & organization-wide risk profile analysis.
- b. Develop and manage effective strategies and programs to avoid & manage litigation, disputes and other adversarial matters; makes (or assists with) decisions to initiate, take, defend & or settle disputes.
- c. Identify types of work to be outsourced or conducted in-house and manage the optimal delivery method and resources (internal/external) to ensure performance standards achieve the objectives of commercial transactions.
- d. Develop clear criteria for using law firm and other outside services, and manages outside service providers and relationships through best practices approaches.
- e. Employ management tools and techniques to identify, analyze and implement improvements in legal resource allocation and work processes.
- f. Assess changes in volume of legal work, risk profile & changes to the BH Regions and services - e.g., acquisitions, divestments.

**7. OPERATIONS/LEGAL SERVICES MANAGEMENT:**

Provide oversight to ensure effective and efficient execution of legal operations and services to support Broward Health. Ensure compliance with all applicable laws, regulations and governmental requirements.

## EXHIBIT A

- A. Delivery of Legal Services:**
  - a. Assure the availability, continuity, consistency and quality of competent, timely, and cost efficient legal services across the function to meet business needs
  - b. Oversee the timely and responsive delivery of all legal services and the management of all legal resources, both inside and outside the District.
  - c. Conduct a periodic review and survey of client and legal function staff satisfaction levels.
- B. Board Support:**
  - a. Promote good governance by providing appropriate fiduciary and governance advice on directorship duties.
  - b. Support and assist the Board of Commissioners (and all designated Board committees) and the Corporate Secretary through the planning and development of all Board related legal duties.
- C. Compliance and Risk Management:**
  - a. Ensure timely and accurate guidance on prospective and pending legislative and regulatory developments and their impact on the District.
  - b. Provide legal guidance to ensure that Broward Health operates consistently with legal, regulatory and ethical obligations.
  - c. Meet regularly and in executive session with the Board to have the opportunity to communicate concerns or observations regarding legal and regulatory compliance matters.
  - d. Work with risk management and other departments throughout the organization to achieve legislative & regulatory compliance by identifying and quantifying legal/regulatory risk from business practices, commercial transactions & the industry regulatory framework.
  - e. Conduct strategic and operational legal risk assessments which identify high-risk areas, and facilitate responsive initiatives or action plans, sharing this information with compliance, audit, finance and other units, as appropriate.
  - f. Ensure that the legal function provides timely and accurate guidance on prospective and pending legislative and regulatory developments and their impact on Broward Health

### **8. LEADERSHIP:**

Establish and maintain positive, productive and collaborative relationships with internal and external partners to support an engaged and inclusive culture and advance the Broward Health mission, vision, strategic objectives and business goals. Serve as the Broward Health's chief legal counsel and establish the Broward Health's legal agenda in conjunction with the Board of Commissioners and executive team, to identify and address critical legal issues.

- a. Demonstrate understanding and exhibit system thinking and global perspective in achieving department goals.
- b. Achieve effective working relationships and the confidence of executives, managers and employees at all levels - corporate, business unit and staff functions.

### **9. FINANCIAL MANAGEMENT:**

Accountable for the key financial indicators of department; plan, direct, and evaluate assigned areas' fiscal function and performance.

- a. Demonstrate financial acumen and fiscal responsibility and exhibit accountability for efficient and effective operations.
- b. Responsible for the administration of financial outcomes for department.
- c. Plan, manage, control and report budget for inside and outside legal spending.

### **10. HUMAN RESOURCES:**

Oversee the effective utilization of Broward Health's employee partners/workforce in the areas of responsibility and support system-wide employee workforce planning, strategies and initiatives.

- a. Create and maintain an effective, collaborative, engaged, inclusive team with an emphasis on open, direct and honest communication which supports employee engagement, retention, system thinking, regional performance and market success.
- b. Promote and model an environment and culture of high performance and continuous improvement that values a commitment to quality through coaching and managerial oversight of staff performance and development.

## EXHIBIT A

- c. Provide and foster a positive and engaged employee environment through consistency and uniformity in application and interpretation of governing policies, practices and all terms and conditions of employment.
- d. Provide timely, constructive, communication and feedback consistent with Five Star Values, policies, and culture of diversity and inclusion.

*All job requirements listed indicate the minimum level of knowledge, skills and/or ability deemed necessary to perform the job proficiently. This job description is not to be construed as an exhaustive statement of duties, responsibilities or requirements.*

**Broward Health  
Management Incentive Plan**

The purpose of the Broward Health Management Incentive Plan is to provide a management tool to support and promote the following goals:

- Bolster the collaborative business goals among Broward Health leadership to drive operational performance;
- Enhance the competitiveness of the management total compensation program to ensure the attraction, retention and motivation of key executive and management talent consistent with other large health care systems nationally and locally; and
- Enhance a culture of accountability and performance.

The Management Incentive Plan is self-funding. Therefore, Broward Health must generate sufficient funds to cover the cost of the incentive plan payouts without creating any fiscal shortfall or deficit to the budget. This cost is based on incentive plan payouts up to 10% or 20% of the annual base salary of the eligible participants and their related tier. The annual base salary takes into consideration any pay adjustment during the Management Incentive Plan period as well as the payroll taxes Broward Health would be responsible for. Annual base salary does not include bonus, benefits or other compensation.

Incentive payout will be based on the performance of the approved Balanced Scorecard total system targets. The balanced scorecard is subject to review and approval annually by the Board.

- A participant must be a pay for performance (PFP) manager and must be employed at least 6 months or longer in an incentive eligible position during the fiscal year starting July 1<sup>st</sup> through June 30th. To the extent an eligible participant was employed for six months or longer but less than the full fiscal year, the eligible employee shall receive a pro-rata portion of the incentive payout. A participant who fails to meet or exceed the expected performance level on his/her annual performance evaluation or who has a corrective action/performance improvement plan (written or oral) during the fiscal year is not eligible for any incentive award for that plan year. A participant who separates from Broward Health prior to the date of plan payout approved by the Board forfeits all rights to an incentive payout, except for retirement. Any participant on an unpaid leave of absence on the date of plan payout will receive their bonus when they return to work in an active status; however the bonus shall be forfeited if the employee fails to return to work in an active status. A participant that transfers between facilities or positions will have his/her bonus based on the facility or bonus tier in which they were an eligible participant for the majority of the time. Any PFP management with a current employment agreement with Broward Health will be subject to the terms and conditions of that agreement. Therefore, the employment agreement supersedes all contemporaneous commitments and agreements (written or oral).

Incentive plan payouts for participants are tiered based on organizational pay grade levels and set at market competitive rates by job level. Each tier represents a percentage range of base wages (cash flow salary) a participant may be eligible to receive. But in no event shall a participant receive more than the achieved % for the participant's region. Incentive plan payouts are processed following the approval of the fiscal year audited financial statement and review of payment reconciliation file by Internal Audit.

Tier Designation	Management Criteria	Opportunity
I	CEO's, EVP's, SVP's, VP's, Audit Chief, Regional Chiefs	Up to 20%
II	All other jobs designated as PFP Management	Up to 10%

## Attachment A - FY 19

**BALANCED SCORECARD**

TOTAL SYSTEM		REGIONAL SCORECARD		AMBULATORY DIVISION	
	WT		WT		WT
a. Finance		a. Finance		a. Finance	
▪ Net Gain/Loss from Operations (Total System)	30	▪ Net Gain/Loss from Operations (Total System)	15	▪ Net Gain/Loss from Operations (Total System)	15
		▪ Net Gain/Loss from Operations (Region Specific)	15		
b. Quality		b. Quality		b. Quality	
▪ HCA (Total System)	12.5	▪ HCA (Region Specific)	12.5	▪ HCA (Total System)	12.5
▪ VBP (Total System)	12.5	▪ VBP (Region Specific)	12.5	▪ VBP (Total System)	12.5
c. Service		c. Service		c. Service	
▪ NCAPD - Avg Hours (Total System)	12.5	▪ NCAPD - Avg Hours (Region Specific)	12.5	▪ Patient Survey Questions (DP Services)	12.5
▪ Patient Flow (Total System)	12.5	▪ Patient Flow (Region Specific)	12.5	▪ Patient Flow (Total System)	12.5
d. People		d. People		d. People	
▪ Productivity Worked Hours / ADP (Total System)	5	▪ Productivity Worked Hours / ADP (Region Specific)	5	▪ Productivity Worked Hours / ADP (Total System)	5
▪ Turnover (Total System)	10	▪ Turnover (Region Specific)	10	▪ Turnover (DP Services)	10
e. Growth		e. Growth		e. Growth	
▪ Net New Providers	5	▪ Net New Providers	5	▪ Net New Providers	5
	TOTAL 100		TOTAL 100		TOTAL 100