

**POLICY AND PROCEDURES**

<b>Policy # GA-001-120</b>	<b>Lobbying and Lobbyist Activities</b>	<b>Page 1 of 6</b>
<b>Manual:</b> General Administrative		<b>Section:</b> General
<b>Sponsor:</b> Vice President Government Relation / Community Affairs		<b>Origination Date:</b> 08/04
<b>Distribution:</b> System-wide		
<b>Approver:</b> Board of Commissioners		
<b>Revision Date(s):</b>	06/29/2016	
<b>Review Date(s):</b>		

**I. Purpose**

To define the scope and extent of obligations and restrictions applicable to persons and Business Entities retained by the North Broward Hospital District (“District”) to represent it before certain state, county and local governmental units, so as to provide independent and responsible representation of the highest ethical and professional standards, and to establish registration requirements, and to define the scope and extent of obligations and restrictions applicable to persons and Business Entities lobbying the District, its Board of Commissioners, including Board Committee member(s), and District employees and agents.

**II. Definitions**

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

- A. Board:** means the Board of Commissioners of the North Board Hospital District.
- B. Business Entities:** means any firm, corporation, partnership, limited liability company, joint venture, or other form of business entity, including, those entities under common control with, or controlled by, any such entity, including, a parent or subsidiary of any such entity.
- C. Contract Lobbyist:** means any person, firm, corporation, association or other Business Entity and its Principal engaged by the District to provide District Lobbying Activities that actually engage in District Lobbying Activities on behalf of the District.
- D. Principal:** means, with respect to any Business Entity or individual providing District Lobbying Activities or other lobbying activities, means an officer, director, manager, shareholder or partner who controls, or otherwise directs, the decisions of such Business Entity or individual or Business Entity with respect to such activities.
- E. Lobbyist:** means any person or Business Entity who/which lobbies on behalf of itself and/or on behalf of a Principal and/or on behalf of a Family or Household Member of a Lobbyist or Principal, for the gain, economic, personal or otherwise, of itself and/or a Principal, regardless of whether the Lobbyist is compensated for lobbying or not.

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- F. Family or Household Member: means, with respect to a Lobbyist and/or Principal, a member of his/her/its household and/or a husband or wife or domestic partner; birth or adoptive parent, child, sibling or cousin, niece or nephew; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.
  
- G. Lobby or Lobbying: meaning any form of communication, direct or indirect, or behalf of oneself/itself or a Principal, or a Family or Household Member of a Lobbyist or Principal, for the purpose of influencing or encouraging or attempting to influence or encourage the District, its Board, Board Committee member(s), and/or District employee(s) or agent(s) with respect to an action, non-action, decision, recommendation, modification, approval or disapproval by the District, its Board, Board Committee member(s) and/or District employees or agent(s), of any item which may be presented for consideration or vote, as applicable, by the Board, any Board Committee member(s), and/or District employee(s) or agent(s), including, without limitation, with respect to contracts, policies or procurement issues or matters; and/or attempting to obtain the goodwill of the District, its Board, Board Committee member(s) and/or District employee(s) or agent(s).
  
- H. District Lobbying Activities: means those professional lobbying services provided by firms and individuals retained by the District, including but not limited to, appearance on behalf of the District before the Federal government and agencies, the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida, and its counties, municipalities, commissions, and boards.

**III. Policy**

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

**IV. Procedure****Applicable to Contract Lobbyists:**

Individuals and Business Entities shall enter into a Lobbyist Services Agreement (“Agreement”) with the District setting forth the terms, conditions, obligations and responsibilities of the parties to the Agreement.

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

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**A. By executing the Agreement, each Contract Lobbyist shall agree to:**

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

**B. In the event that a conflict of interest arises during the term of the Agreement or any other period of representation, Contract Lobbyist will disclose, in writing, the existence and nature of such conflict to the Vice President for Government Relations and the Chief Ethics Officer. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more**

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than three (3) days after Lobbyist's discovery of the conflict. Lobbyist's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, the name of the Principal or client presenting the conflicting position, the nature of the conflict, and the extent to which the Lobbyist is unable to provide the professional lobbying services to the District.

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

**Applicable to Lobbyists engaged to lobby the District**

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

1. The names and business addresses of each person and/or Principal it represents as a Lobbyist;
  2. The nature of the agreement or business activity for which the Lobbyist is lobbying the District; and
  3. The submission of a conflict of interest form disclosing, among other things, the existence, if any, of any and all business and/or financial relationship(s) that he/she/it and/or the Principal maintain with any Board or Board Committee member, District employee or agent; and
  4. The payment of a fee of \$40 for each person or Business Entity who seeks to engage in lobbying. The person or Business Entity submitting information in the registration process has an affirmative, on-going duty to immediately notify the Vice President of Government Relations if any of the information provided subsequently changes or otherwise needs to be updated; and
  5. The completion of a registration form prior to engaging in any lobbying, which form must be refiled annually by July 1<sup>st</sup> in each subsequent year, as applicable.
- A. Annually, by the July 30<sup>th</sup> of the fiscal year after it has registered, each Lobbyist shall submit a statement of expenditures related to District Lobbying Activities, disclosing each lobbying expenditures to any person or entity.
  - B. RFPs, RFQ's, ITB's, or Bid: Lobbyists, Principals and all persons who are Family or Household Members of a Lobbyist and/or Principal who are affiliated with any vendor or proposed vendor, shall refrain from contacting the District, its Board, Board Committee members, and/or District employees and agents with reference to the status of any RFP,

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RFQ, ITB, or Bid during the period from the closing date for responses until the award recommendation is made by the designated District administrator.

- C. Contract Negotiation:** Lobbyists and lawyers shall not lobby the District or any of its Board members, Board Committee members, and/or District employees or agents during the consideration of any contracts and contract negotiations and related discussions. This prohibition shall include, but not be limited to, physician contracts, professional service contracts, services contracts, design-build contracts and construction contracts. The prohibition set forth in this section shall not apply to the following:
1. Lawyers representing clients in contract negotiations with the District from contacting legal counsel for the District in furtherance of such negotiations.
  2. Lobbyists and lawyers from communicating with Board members on matters that are not the subject of contract negotiations and related discussions, directly or indirectly.
- D.** A Lobbyist may not, in whole or in part, pay or give or agree to pay or give a contingency fee to another person or Business Entity. Moreover, a Lobbyist may not, in whole or in part, accept or receive or agree to accept or receive a contingency fee. A contingency fee is a fee, bonus, or non-monetary benefit which is dependent or in any way contingent upon the action, decision, recommendation or approval of the District, its Board or Board Committee members and/or District employees or agents.
- E.** In the event a person or entity violates the terms of this policy the Vice President for Government Relations and the Chief Ethics Officer, in conjunction with the General Counsel's Office, shall impose one of the following penalties:
1. The Lobbyist and/or Principal may be precluded from lobbying the District, its Board, Board Committee members, and District employees and agents, on behalf of any person or entity for a period of time from three (3) months up to and including two years; and/or
  2. The Lobbyist and/or Principal represented by the Lobbyist may be debarred from consideration with regard to the subject matter of the Lobbyist's representation.

**Applicable to Commissioners and Certain District Employees**

No District Commissioner or employee serving in the positions of President/CEO, CFO, Senior Vice President, Vice President, Chief, General Counsel or Chief Internal Auditor, or as a Regional CEO, COO, CFO, CNO, Pharmacy Manager or Buyer, Contracts Director, Grant Manager or employees in procurement or purchasing having the authority to make purchases, or any person who participates in the negotiation or approval of a real estate transaction, design and construction project, contracts, grants, or awards or any person who negotiates or approves

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real estate transactions, design or construction projects, contracts, grants, or awards shall lobby the District directly or indirectly for a period of two years after he or she leaves such employment or separates from the District.

**V. Related Policies**

N/A

**VI. Regulation/Standards**

N/A

**VII. References**

N/A

**Interpretation and Administration**

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