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Sponsor:	<i>Gino Santorio: PRESIDENT/CEO</i>
Section:	<i>GA-General</i>
Manuals:	<i>General Administrative</i>

GA-001-120 Lobbying and Lobbyist Activities

I. Purpose

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

II. Definitions

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

- A. **Board:** The Board of Commissioners of the North Broward Hospital District
- B. **District Lobbyist:** Any person who is engaged by the District for the purpose of lobbying, and who does engage in District lobbying activities on behalf of the District.
- C. **Non-District Lobbyist:** Any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying the District, its Board and/or employees, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby the District, its Board and/or employees on behalf of that other person or governmental entity.
- D. This definition shall not include persons who are employees of entities either contracting or seeking to contract with the District.
- E. **To "lobby the District," or "lobbying the District":** To communicate directly or indirectly, either in person, by telephone, letter, or any other form of communication, with any Board member, or any member of a Board Committee, or any District employee, whereby the lobbyist seeks to encourage the passage, defeat, modification, or repeal of any item which may be presented for vote before the Board, or any Board Committee, or which may be presented for consideration by a District employee or agent as a recommendation to the Board or Board Committee, or any employee making a final District procurement decision.
- F. **District lobbying activities:** Those professional lobbying services provided by firms and individuals retained by the District, including but not limited to, appearance on behalf of the District before the Federal government and agencies, the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida, and its counties, municipalities, commissions, and boards.

III. Policy

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

IV. Procedure

Applicable to individuals and firms performing district lobbying activities:

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

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

A. By executing the Agreement, each District lobbyist shall agree to:

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

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

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

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

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

- A. No person(s) may lobby the District, or any of its Board members, employees or agents, until such person has registered as a lobbyist with the District's Vice President/Corporate Services, using forms provided for that purpose. The Non-District Lobbyist registration shall include, but shall not be limited to:
 - 1. The names and business addresses of each person and/or entity it represents as a lobbyist;
 - 2. The nature of the agreement or business activity for which the Non-District lobbyist is lobbying the District; and
 - 3. The existence of any and all business and/or financial relationship(s) that he/she and the entity represented maintain with any Board member, District employee or agent.
- B. Annually, each Non-District Lobbyist shall submit a statement of expenditures related to lobbying activities before the District, its Board and its employees and agents, disclosing each lobbying expenditures in excess of \$100.00 to any person or entity.
- C. **RFP's, RFQ's, ITB's or Bid:** Non-District Lobbyists, and all persons affiliated with any vendor or proposed vendor, shall refrain from contacting the District, its Board, and its employees and agents with reference to the status of any RFP, RFQ, ITB, or Bid during the period from the closing date for responses until the award recommendation is made by the designated District administrator.
- D. **Contract Negotiation:** Non-District Lobbyists and lawyers shall not lobby the District or any of its Board members, employees or agents during the consideration of any contracts and contract negotiations and related discussions. This prohibition shall include, but not be limited to, physician contracts, professional service contracts, design-build contracts and construction contracts. The prohibition set forth in the section shall not apply to the following:
 - 1. Lawyers representing clients in contract negotiations with the District from contacting legal counsel for the District in furtherance of such negotiations.
 - 2. Non-District Lobbyists and lawyers from communicating with Board members on matters that are not the subject of contract negotiations and related discussions.
 - 3. Any communication between a Board member and Non-District Lobbyist or lawyer that has been initiated by the Board member.
- E. In the event a person or entity violates the terms of this policy, the Board and/or the President/CEO may, in their sole discretion, impose one or both of the following penalties:
 - 1. The Non-District Lobbyist may be precluded from lobbying the District, its Board, and its employees and agents, on behalf of any person or entity for a period of time to be determined by the Board; and/or

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

V. Related Policies

N/A

VI. Regulation/Standards

N/A

VII. References

N/A

Interpretation and Administration

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

Attachments

No Attachments

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