

AGREEMENT
Between
THE CITY OF PEMBROKE PINES
And
BAPTIST HEALTH SOUTH FLORIDA, INC.

This Agreement is made and entered into as of the date executed by both parties (the "Effective Date") by the City of Pembroke Pines, a municipal corporation organized and operating under the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, hereinafter referred to as "CITY", and Baptist Health South Florida, Inc., a not for profit corporation organized and authorized to conduct business in the State of Florida with a business address of 6588 Red Road, Coral Gables, Florida, 33143, hereinafter referred to as "Baptist". The CITY and Baptist are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS the CITY operates the Southwest Focal Point Senior Center (hereinafter referred to as the "CENTER") and provides services to those eligible individuals served by the CENTER; and,

WHEREAS, each of the Parties offers programming and facilities for improving the health and wellness of members of the community;

WHEREAS, the Parties desire to collaborate on opportunities to leverage their respective resources to promote health and wellness.

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

1. General Collaboration. The Parties agree to meet as needed at mutually convenient times and places to discuss opportunities for each Party to participate in the special health and wellness events sponsored and/or promoted by the other Party. Subject to the Parties agreement to hold health screenings, exercise classes and educational programs, the CITY agrees to use its best efforts to promote the events being offered by Baptist at the CENTER for their participants. Baptist acknowledges that the CITY provides other programs and events at the CENTER, and Baptist's ability to use the CENTER for its events and programs shall be on a space available basis, as determined by the CITY.
2. Health Screenings. The Parties desire to make available to the community, various health screening opportunities including for cholesterol, glucose, blood pressure, body composition and osteoporosis (collectively, "Screenings"). Accordingly, the CITY will provide reasonable space for Baptist to provide Screenings at the CENTER for participants for a minimum of six times per year. In furtherance thereof, Baptist will make available, at no charge, qualified professionals to perform such Screenings. Both Parties understand and agree that (1) Baptist shall not bill the CITY or any third

party payor for any of the Screenings provided; (2) participating in any of the Screenings is not conditioned on the use of any other goods or services from Baptist; (3) no additional medical services or screenings shall be offered free of charge or at a discount; and (4) if any Screenings indicate "abnormal" findings, the participant will be directed to his/her own health care professional for follow up. If he/she does not have a health care professional, Baptist will provide him/her with information on its Physician Referral Service.

3. Exercise Classes. The Parties desire to make available to the community, exercise classes at no cost to the community. Accordingly, upon a mutually agreed upon schedule, the CITY will provide reasonable space at the CENTER for Baptist to provide exercise classes for a minimum of 20 community participants per class. In furtherance thereof, Baptist will make available, at no charge, qualified professionals to provide such classes.
4. Educational Programs. The Parties desire to make available to the community, educational programs. Accordingly, upon a mutually agreed upon schedule, the CITY will provide reasonable space at the CENTER for Baptist to provide educational programs for a minimum of 10 community participants per program. In furtherance thereof, Baptist will make available, at no charge, qualified professionals to provide such classes.
5. Marketing. The CITY agrees to use its best efforts to promote classes, educational programs and screening events taking place at the CENTER or at the Baptist Medical Plaza in Pembroke Pines (if mutually agreed to by the Parties), via its marketing vehicles including, but not limited to, their monthly calendar, city channel, city newspaper, and housing newsletter.
6. Sponsorship. CITY will allow Baptist to participate in specified events sponsored by the CITY, subject to the CITY's applicable rules and regulations for those events.
7. Representatives. Each Party designates a primary representative for purposes of this Agreement. Initially, the CITY's primary contact will be Silvia A. Camelo and Baptist's primary representative will be Elena Suarez.
8. Term. The term of this Agreement shall be for one year from the Effective Date (the "Term"). The parties may agree to extend this Agreement for additional one-year periods upon the execution of a written amendment to this Agreement to provide for the additional Agreement period, and any revisions to terms and conditions. Either Party may terminate this Agreement at any time, for any reason, upon thirty (30) days advance written notice to the other Party.
9. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be sufficient, if in writing and hand delivered (in person or by courier) or sent postage prepaid by certified or registered mail, return receipt requested, or by reputable overnight courier with tracking capabilities, to a Party's business address as

set forth below or sent by facsimile to the facsimile number set forth below or by e-mail to the e-mail address set forth below. A notice shall be deemed given hereunder upon hand delivery or upon transmission by facsimile or e-mail (subject, in the case of facsimile transmission, to confirmation from sender's facsimile machine or, in the case of e-mail transmission, to no automatic receipt by the sender of notice that such e-mail is undeliverable and provided, in each case, that such notice is separately sent by any one of the other methods outlined above other than facsimile or e-mail) or three (3) business days after depositing in the U.S. mail if sent by certified or registered mail or one (1) business day if by a reputable overnight courier with tracking capabilities. The address or facsimile number or e-mail address for sending any notice may be changed by a Party by giving written notice to the other Party as provided in this Section. For the present, Baptist and the CITY designate the following as the respective places for giving of notice:

CITY: Silvia A. Camelo, Community Services Administrator
Southwest Focal Point Senior Center
City of Pembroke Pines
Community Services Department
301 Northwest 103rd Avenue
Pembroke Pines, Florida 33026
Telephone 954.450.6888
Facsimile 954.450.6899

COPY TO: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone 954.431.4884
Facsimile 954.437.1149

COPY TO: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, PA
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
Telephone 954.771.4500
Facsimile 954.771.4923

BAPTIST: Elena Suarez, Supervisor
Baptist Health South Florida, Inc.
Community Health
8750 SW 144 Street Suite 204
Miami, Florida 33176
Telephone 786.596.4911
Facsimile Number 786.533.9215
elenasu@baptistHealth.net

COPY TO: Baptist Health South Florida
Office of the General Counsel
6855 Red Road, Suite 500
Coral Gables, Florida 33143
Telephone 786.662.7022
Facsimile Number 786.662.7332

10. Indemnification. Baptist agrees to indemnify, defend and hold CITY, its appointed officials, agents, servants, and employees, harmless from and against all claims, damage, costs and expenses, including attorneys' fees, arising out of Baptist's negligence, misconduct, or Baptist's performance, or failure to perform, any service or function required by this Agreement.

The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

11. Intellectual Property. Neither Party shall use any trademark, service mark, trade name, or logo of the other party (or any of its affiliates), including any portions thereof, including without limitation any office or unofficial name, or any fictitious name of the other Party, without the prior written consent of the other Party. Neither Party shall infringe any trademarks, copyrights or any other intellectually property rights of the other party or any of its affiliates.

12. Insurance. Baptist shall not utilize the CENTER until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY.

(A) Certificates of Insurance. Evidence of the required insurance shall be filed with the CITY's Risk Manger prior to the commencement of this Agreement. The Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

(B) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this contract, then in that event, Baptist shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. Baptist shall not utilize the CENTER pursuant to this contract unless all required insurance remains in full force and effect.

(C) Comprehensive General Liability Insurance shall cover liability, bodily injury, and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

- B. Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

- C. Personal Injury
 - 1. Annual Aggregate \$1,000,000

Professional Liability/Medical Malpractice Insurance shall contain coverage in the amount of \$1,000,000 limit.

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory

- B. Employer's Liability
 - \$100,000 Each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

(D) If Baptist claims to be exempt from this requirement, Baptist shall provide CITY proof of such exemption along with a written request, written on Baptist's letterhead, for CITY to exempt Baptist.

(E) Comprehensive Auto Liability coverage shall include owned, hired, and non-owned vehicles.

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

- B. Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

(F) Baptist shall name the CITY as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims for

damages to persons, property, or premises arising out of the services provided hereunder.

(G) Any insurance required of Baptist pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work subcontracted unless such subcontractor is covered by the protection afforded by Baptist and provided proof of such coverage is provided to CITY. Baptist and any subcontractors shall maintain such policies during the term of this Agreement.

(H) Baptist has the right to self insure the coverage set forth in this Section 12.

13. Independent Contractors. The Parties acknowledge and agree that they are independent contractors and not employees, partners, joint venturers, franchisors or franchisees. Neither Party shall have the authority to bind the other Party, or make representations, promises, guarantees, warranties, covenants, contracts, agreements, or otherwise act, on behalf of the other Party.
14. Compliance With Laws. Baptist and CITY shall comply with the requirements of all applicable federal, state and local laws, rules and regulations. Baptist and CITY each expressly represent, warrant and covenant that no remuneration shall be made at any time, directly or indirectly, by either party to any person or entity as an inducement or remuneration for the referral or admission of a patient to Baptist or any of its affiliates, and neither party shall take any action in violation of any applicable healthcare fraud and abuse laws. To the extent applicable, both Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and associated regulations.
15. Retention of Records. Baptist shall preserve and, to the extent allowed by law and not otherwise protected from disclosure, make available all supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or, if an audit by a governmental agency has been initiated and audit findings have not been resolved, at the end of these three (3) years, then the records shall be retained until resolution of the audit findings. In connection with any services provided pursuant this contract, Baptist agrees to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes) to the full extent that such Act is applicable to Baptist.
16. Public Entities Crime Act. As required by Florida law, Baptist shall execute that document attached hereto as EXHIBIT "A" at or prior to commencement of this Agreement verifying that, to its knowledge, Baptist has not been convicted of a public entities crime as provided in 287.133, Florida Statutes.

17. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
18. Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
19. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
20. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.
21. Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing the same shall not apply herein due to the joint contributions of both Parties.
23. Governing Law. This Agreement shall be governed by the laws of the State of Florida.
24. Change in Law. This Agreement is intended to comply with existing federal, state and local laws, rules and regulations. However, the Parties acknowledge that the existing law and regulations may change and that the courts, or federal or state agencies with appropriate jurisdiction, may change their interpretation of existing law. Upon the enactment or amendment of any federal, state or local law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing federal, state or local law or regulation, that renders this Agreement illegal or materially changes the obligations of the Parties, either party may notify the other party of such event. The Parties shall use their best efforts during a fifteen (15) day period after such notice is sent to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such fifteen (15) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

25. Adverse Impact on Tax Status. Nothing in this Agreement shall be construed to require Baptist to take any action or omit to take any action which, in the reasonable opinion of Baptist tax or bond counsel, may have an adverse impact on the tax exempt status of Baptist or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended (“Sanctions”), on Baptist or its officers or directors. In the event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for Baptist a material risk of loss of Baptist tax exempt status or the imposition of Sanctions, or if any provision of this Agreement is held invalid, illegal or unenforceable, Baptist and CITY shall promptly negotiate in good faith a lawful, valid and enforceable provision that is an similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the parties hereunder, and which removes the risk, if any, of loss of Baptist tax exempt status and/or the imposition of Sanctions, and the remaining provisions of this Agreement shall remain binding on the parties hereto.
26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
27. Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and Baptist with respect to the community health screenings, exercise classes and educational programs at the CENTER as described herein, and supersedes all prior negotiations, representations or agreements regarding this subject matter, either written or oral.
28. Assignment. Neither Party may assign, delegate or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party; provided, however, that this Agreement may be assigned by Baptist to a wholly owned affiliate of Baptist without the consent of CITY. Any purported transfer shall be null and void and of no force and effect and may be grounds for immediate termination of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the Effective Date first above written.

City of Pembroke Pines

By: Charles F. Dodge
Charles F. Dodge, City Manager

Date: 3/3/14

ATTEST:

Judith A. Neugent 3/3/14
Judith A. Neugent, City Clerk

Approved as to Form:

Stacy Wings
Office of the City Attorney



Baptist Health South Florida, Inc.

By: Lissette Egues

Print Name: Lissette Egues

Title: AVP Customer Management

Date: 1/26/, 2014

EXHIBIT A

See attached.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pembroke Pines by Lissette Egues, AUP BOS (print individual's name and title) for Baptist Health South Florida, Inc., whose business address is 6855 Red Road, Coral Gables, FL 33143 and its Federal Employer Identification Number (FEIN) is 650267668.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lissette Egues as Assistant Vice Pres. of Baptist Outpatient Services and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Baptist Outpatient Services for the use and purposes mentioned herein and that the instrument is the act and deed of _____ . He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31~~st~~ day of January 2013.

Lourdes Haydar
Notary Public, State of Florida at Large

My Commission Expires:

