

**SECOND AMENDMENT TO CONSULTANT AGREEMENT
ID#1111001680**

THIS SECOND AMENDMENT TO CONSULTANT AGREEMENT (“Second Amendment”) is made and entered into on the 21st day of December, 2018 (“Effective Date”), by and between the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326 Laws of Fla.) (“District”), and Ballard Partners, Inc. a Florida corporation, (“Contractor”), collectively referred to as the (“Parties”).

RECITALS

WHEREAS, the Parties entered into a Consultant Agreement (“Agreement”) on or about January 1, 2017 (ID#1111000673); and First Amendment to Consultant Agreement (“First Amendment”) on or about January 1, 2018 (ID #1111001157) ; and

WHEREAS, the Parties desire to continue their relationship as set forth in the Agreement and believe it to be in their mutual best interest to modify the Agreement in accordance with the terms and conditions set forth below in this Second Amendment; and

WHEREAS, Section 2 of the Agreement provides for its amendment upon mutual written agreement of both Parties.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Second Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions:

1. **Recitals:** The foregoing recitals are hereby incorporated into this Second Amendment as true and correct.
2. **No Default:** The Parties agree that the Agreement remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Agreement.
3. **Extend Term:** The term of the Contract shall be extending for a period of one (1) year and will terminate on December 31, 2019, unless sooner in accordance with the terms of the Contract.
4. **Agreement Unchanged:** Except as amended herein, all other provisions of the Agreement shall remain unchanged by this Second Amendment.
5. **Controlling Documents:** To the extent that there exists a conflict between this Second Amendment, the First Amendment and the Agreement, the terms, conditions, covenants, and/or provisions of this Second Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

6. ***Entire agreement:*** The Parties agree that the Agreement and this Second Amendment represent the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or verbal, relating to this Second Amendment. This Second Amendment may be modified and amended only by written instrument executed by the Parties hereto.
7. ***Counterparts:*** This Second Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective duly authorized representatives on the date(s) set forth below.

BALLARD PARTNERS, INC.

By: 
Name: Brian D. Ballard
Title: President
Date: 12/6/2018

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

By: _____
Darcy J. Davis
Chief Executive Officer
Date: _____

DocuSigned by:
Darcy J. Davis
8A681D19234E4D9...
12/10/2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Valerie Shahriari, Esq.
General Counsel
Health Care District of Palm Beach County

DocuSigned by:
Valerie Shahriari
6141168BCABA47F...

FIRST AMENDMENT TO CONSULTANT AGREEMENT
ID#1111001157

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT ("First Amendment") is made and entered into on the 1st day of January, 2018 ("Effective Date"), by and between the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326 Laws of Fla.) ("District"), and Ballard Partners, Inc. a Florida corporation, ("Contractor"), collectively referred to as the ("Parties").

RECITALS

WHEREAS, the Parties entered into a Consultant Agreement ("Agreement") on or about January 1, 2017 (ID#1111000673); and

WHEREAS, the Parties desire to continue their relationship as set forth in the Agreement and believe it to be in their mutual best interest to modify the Agreement in accordance with the terms and conditions set forth below in this First Amendment; and

WHEREAS, Section 2 of the Agreement provides for its amendment upon mutual written agreement of both Parties.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this [First] Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties covenant and agree to the following terms and conditions:

1. **Recitals:** The foregoing recitals are hereby incorporated into this First Amendment as true and correct.
2. **No Default:** The Parties agree that the Agreement remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Agreement.
3. **Extend Term:** The term of the Contract shall be extending for a period of one (1) year and will terminate on December 31, 2018, unless sooner in accordance with the terms of the Contract.
4. Amend Notice Provision, Section 10: of the Agreement relating to Notice:

If to Health Care District: Darcy J. Davis
Chief Executive Officer
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401-3429

With a copy to:

Valerie Shahriari, Esq.
General Counsel
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401-3429

5. ***Agreement Unchanged:*** Except as amended herein, all other provisions of the Agreement shall remain unchanged by this First Amendment.
6. ***Controlling Documents:*** To the extent that there exists a conflict between this First Amendment and the Agreement, the terms, conditions, covenants, and/or provisions of this First Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
7. ***Entire agreement:*** The Parties agree that the Agreement and this First Amendment represent the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or verbal, relating to this First Amendment. This First Amendment may be modified and amended only by written instrument executed by the Parties hereto.
8. ***Counterparts:*** This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this [First] Amendment to be executed by their respective duly authorized representatives on the date(s) set forth below.

~~BALLARD PARTNERS, INC.~~

By: 

Name: Brian D. Ballard

Title: President

Date: January 30, 2018

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

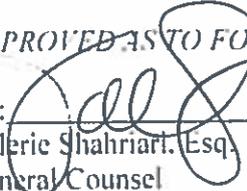
By: 

Darcy J. Davis

Chief Executive Officer

Date: 1-30-18

~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY~~

By: 

Valerie Shahriari, Esq.

General Counsel

Health Care District of Palm Beach County



January 1, 2017

ID#1111000673

Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, FL 32301

Re: Consultant Agreement for State Governmental Relations Services

Dear Mr. Ballard:

Please allow this to describe the terms of an agreement concerning services to be rendered by Ballard Partners (hereinafter referred to as "Consultant") on behalf of the Health Care District of Palm Beach County and its subsidiary entities (collectively referred to as the "Health Care District" or "District") in the State of Florida.

The following are the terms of our agreement ("Agreement"):

1. **Term and Termination:** This agreement for services ("Agreement") is made between Health Care District and Consultant and is effective beginning January 1, 2017 and shall continue in effect until December 31, 2017. Either party may terminate this Agreement at any time, without cause, by giving the other party thirty (30) days advance written notice.
 - a. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the District, as a political subdivision of the State of Florida, is subject to the terms of the Health Care Act and Florida Statutes, and as such, this Agreement (and all Exhibits hereto) is subject to budgeting and appropriation by the District of funds sufficient to pay the costs associated herewith in any fiscal year of the District.
 - b. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the District's governing board in any fiscal year to pay the costs associated with the District's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the District to be, insufficient to pay the costs associated with the District's obligations hereunder in any fiscal period, then the District will notify Consultant of such occurrence and either the District or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the District of any kind.
2. **Services to be Provided:** Consultant agrees to provide Health Care District state governmental relations services, as more fully described in Consultant's proposal attached hereto as Exhibit A. In the event Health Care District desires to modify or expand the



services to be provided under this Agreement, Health Care District will either execute a written amendment to this Agreement or enter into a new, separate written contract.

3. *Payment:*

- a. In consideration of the services set forth in Exhibit A, the Health Care District shall pay Consultant an annual fee in the amount of Forty Nine Thousand Five Hundred Dollars (\$49,500), payable in monthly instalments.
- b. Consultant will submit monthly invoices for the amount of \$4,125. The Health Care District will render payment to the Consultant within thirty (30) days of receipt of invoice.

4. *Relationship of Health Care District and Consultant:* The relationship between Health Care District and Consultant is that of independent Consultant. This Agreement does not create any employer-employee, agency, joint venture, or partnership relationship between Health Care District and Consultant. Consultant shall exercise control over the means and manner of the performance of services under this Agreement. No employee, agent, or assistant of Consultant, or other person participating on Consultant's behalf, shall be considered an employee of Health Care District or entitled to any employment fringe benefits of Health Care District. ACCORDINGLY, NO RIGHTS OR INTERESTS GRANTED HEREIN BY HEALTH CARE DISTRICT SHALL BE DEEMED TO CONFER ANY RIGHTS OF SOVEREIGN IMMUNITY TO CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONSULTANTS, AND REPRESENTATIVES, AND AS SUCH, ALL RIGHTS AND INTERESTS OF SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO THE HEALTH CARE DISTRICT UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

5. *Health Care District Representative:* Consultant shall obtain written approval on significant decisions from Thomas Cleare, Vice President of Strategy.

6. *Confidentiality:* Unless otherwise required by law, Consultant will regard and preserve as confidential and proprietary to Health Care District all information, written, oral, or computer based, to which it had access during its performance under this Agreement. Consultant shall take all necessary precautions to ensure that all of its employees, agents, subcontractors and assistants as well as the employees of its agents and subcontractors treat such material and information as confidential and do not divulge such material through willful actions or negligence. Such confidential and proprietary will be used by Consultant solely in connection with the performance of its services for Health Care District under this Agreement and will not be disclosed to any third party during the term of this Agreement or at any time thereafter without the prior written approval of Health Care District unless otherwise required by law. If Consultant's members include licensed attorneys, Consultant shall also preserve the confidence and secrets of Health Care District consistent with the Code of Professional Responsibility. All such material provided to Consultant remains the



property of Health Care District and shall be returned to Health Care District upon demand and shall not be reproduced in any manner except as required for performance of this Agreement or as required by law.

7. **Conflicts of Interest:** As a matter of professional responsibility, Consultant will preserve the confidences and secrets of Health Care District. If Consultant's members include licensed attorneys, Consultant shall avoid conflicts of interest consistent with the requirements of the Code of Professional Responsibility. Consultant agrees not to represent any party who competes with Health Care District in selling to the State an alternative to Health Care District's offering.
8. **Compliance with Laws:** Consultant warrants and represents that it will comply with provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes in its performance of this Agreement, including but not limited to, the timely payment of all taxes (e.g. self-employment, social security, income, sales and other applicable state and federal taxes) and all laws applicable to lobbyists. Consultant will not knowingly employ an unauthorized alien (as defined in subsection (h) (3) of the Immigration Reform and Control Act of 1986 where such alien was hired after November 6, 1986, or where it has come to the Firm's attention that an alien has become an unauthorized alien subsequent to that date. Consultant expressly agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap, and shall during the performance of this Agreement comply with all applicable EEOC regulations.
9. **Assignment:** Consultant shall not assign or subcontract this Agreement or any of its duties or obligations hereunder without the prior written consent of Health Care District. Subject to the provisions in the preceding sentence, this Agreement shall be binding upon the heirs, successors, and assigns of the parties.
10. **Notices:** Any notices pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

If to Consultant: Brian D. Ballard
President
Ballard Partners, Inc.
403 East Park Avenue
Tallahassee, FL 32301

If to Health Care District: Darcy J. Davis
Chief Executive Officer
Health Care District of Palm Beach County
2601 10th Avenue, North, Suite 100
Palm Springs, Florida 33461



With a copy to: Valerie Shahriari, Esq.
General Counsel
Health Care District of Palm Beach County
2601 10th Avenue, North, Suite 100
Palm Springs, Florida 33461

Such notices or other communications shall be deemed to have been duly given and received: (i) on the day of sending if sent by personal delivery, cable, telegram, facsimile transmission or telex, or (ii) on the next business day after the day of sending if sent by Federal Express or other similar express delivery services, or (iii) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

11. **Enforcement:** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. In addition to any rights or remedies available at law or in equity for breach of this Agreement, the non-breaching party will be entitled to enforcement of the other's obligations by injunction.
12. **Liability:** Consultant agrees to indemnify, defend and hold the Health Care District, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any gross negligence or willful misconduct on the part of Consultant or any officer, director, employee, agent, independent Consultant and representative of Consultant. Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, the Health Care District agrees to be responsible for its negligent acts.
13. **Public Entity Crimes:** As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Consultant certifies that it, its affiliates, suppliers, sub-Consultants and any other Consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
14. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.



15. ***Sovereign Immunity:*** This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the Health Care District of Palm Beach County under the laws and Constitution of the State of Florida.
16. ***Palm Beach County Health Care Act:*** Consultant acknowledges that the Health Care District is an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. If any part of this Agreement, or any obligations of Consultant or the Health Care District hereunder are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
17. ***Miscellaneous:*** The provisions of this Agreement shall be severable, and if any provisions shall be held unenforceable, the remaining provisions shall remain in full force and effect. The rights and obligations of Sections 7, 9, 11, and 12 shall survive the expiration or termination of this Agreement. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter. This Agreement constitutes the entire agreement between the parties and may be changed only by written amendment signed by both parties. Each party, by executing this Agreement, represents and warrants that all necessary corporate or other authority to execute the Agreement has been obtained and that the person signing the Agreement is authorized to do so and thereby bind that party.
18. ***Public Records:*** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the District as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - a. Keep and maintain public records required by the District to perform the services.
 - b. Upon request from the District's custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the District.
 - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records



Health Care District
PALM BEACH COUNTY

required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records or designee, in a format that is compatible with the information technology systems of the District.

- e. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY, ATTN: SANDRA AGBI AT (561) 804-5781, SAGBI@HCDPBC.ORG, 2601 10TH AVENUE NORTH, SUITE 100, PALM SPRINGS, FL 33461.**

I look forward to working with you on this coming year. Please confirm that you have received and agree to abide by the terms and conditions of this Agreement by returning a signed copy of this letter to me within five (5) days of receipt of this letter.

Very truly yours,

Handwritten signature of Darcy J. Davis in blue ink.

Darcy J. Davis
Chief Executive Officer

We have agree to be governed by the above-referenced terms and conditions in our representation of the Health Care District of Palm Beach County and its affiliates.

By: Handwritten signature of Brian D. Ballard in black ink, written over a horizontal line.

Brian D. Ballard
Ballard Partners, Inc.

Date: 12/30/2016



EXHIBIT A

Consultant's Proposal attached
(12 pages total)

State Governmental Relations Proposal
for:



Prepared by:

BALLARD | PARTNERS

403 East Park Avenue
Tallahassee, Florida 32301
850.577.0444 phone
850.577.0022 fax
www.ballard-partners.com

About Ballard Partners

Ballard Partners, led by Brian Ballard, is the largest, most influential Government Relations firm in Florida. Founded in 1998 and headquartered in Tallahassee, Ballard Partners has offices and top talent in every major region of the state including Miami, Ft. Lauderdale, West Palm Beach, Tampa, Orlando, and Jacksonville.

The Firm is comprised of 25 professional, full time governmental consultants with substantial backgrounds in legislative and administrative issues. Combined with our experienced administrative support staff, we offer an effective team to address our clients' respective needs. This extensive professional experience also includes the Executive Office of the Governor and various state agency officials. Our professional staff includes two former legislators, a former Governor's chief of staff, Lieutenant Governor's chief of staff, gubernatorial policy director, Speaker of the House's chief of staff, mayoral chief of staff and legislative committee staff director.

We are proud of our reputation as the top firm in Florida and our long list of satisfied and successful clients. Whether it's passing industry changing legislation, securing hundreds of millions of dollars in appropriations, or navigating complex advocacy campaigns - our clients consistently achieve their goals.

Ballard Partners Team

Our distinct advantage comes from our highly-skilled, bipartisan team. Our Partners join our firm after serving in senior positions at the highest levels of local and state government, business, politics, and media. They are experts in public policy and campaigns who have cultivated lifelong relationships with key leaders and decision makers throughout the state. Every member of our team is a passionate and persuasive advocate.

Beyond the primary contacts, all of the Firm's principals will be utilized when necessary. We believe our combined expertise and relationships at all levels of government will be uniquely beneficial in our representation of The Health Care District of Palm Beach County's interests.

Brian D. Ballard, President – Named among the top 10 Republicans in Florida by Campaign & Elections Politics, Brian has earned a reputation as an aggressive and effective advocate for his clients' interests. Before establishing Ballard Partners, Brian served as managing shareholder for Bryant Miller Olive P.A. He currently serves as counsel to Panza, Maurer & Maynard, P.A. Brian served as chief of staff in the Executive Office of the Governor, developing a special interest in environmental issues. Among his accomplishments, Brian served as chief architect of Preservation 2000, the largest public acquisition program for environmentally sensitive lands in the nation. He also served as Florida's chief negotiator with the U.S. Department of the Interior to end offshore drilling along the state's southeast coastline and the Florida Keys. In 2007, Governor-Elect Charlie Crist chose Brian and his wife, Kathryn, to co-chair the Inaugural Committee that planned and executed the events surrounding the inauguration of Florida's 44th Governor and Lieutenant Governor. Brian and his wife also served as Finance Co-Chairs of Governor-Elect Rick Scott's Inaugural Committee.

Mathew Forrest – Mat began his career in governmental affairs in the West Palm Beach Mayor’s Office serving in three different administrations. For almost a decade, Mat was submersed in local government operations, marketing and media campaigns, public speaking, project management, and the production of festivals and events. He joined Ballard Partners in 2007 and works with clients in a variety of fields including 6 local governments in Palm Beach County, gaming, arts & culture, tourism and transportation. He resides in West Palm Beach with his wife and three young children.

Jan Gorrie – Prior to joining the Firm, Jan has spent more than 20 years advancing her extensive government affairs career while lobbying the Florida Legislature and Executive Branch on behalf of numerous clients. With an expertise in health care law, Jan has represented various divisions of Florida’s hospital system as well as public universities’ Colleges of Medicine. Jan’s contribution to the state’s health care public policy and Medicaid reimbursement laws has increased Floridians’ access to medical services and improved compensation rates for physicians and hospitals. Jan has also worked within the private sector with major insurance companies and several economic development organizations.

As one of the state’s leading transactional and administrative health care lawyers, Jan is routinely asked to testify before the Florida Agency for Health Care Administration and Florida Department of Health where her expertise is sought on reimbursement, licensure, and provider application matters. Jan is also a member of The Florida Bar as well as the Hillsborough County Bar Association.

Brian will oversee the Firm’s efforts on behalf of The Health Care District of Palm Beach County. His primary focus will be to advance your agenda with key legislative local and state leaders, respective committee chairs, executive agencies and the Executive Office of the Governor.

Mat will be the local liaison and point person for The Health Care District of Palm Beach County, communicating your needs with the appropriate legislative delegation and elected officials. He will assist with specific legislation as well as monitoring, identifying, prioritizing, tracking and reporting on general legislation and issues impacting special taxing districts. In addition, he will coordinate local efforts with work in Tallahassee, assuring there is always a clear understanding of how the Firm is advancing your agenda.

Jan will be the healthcare liaison and will handle the day-to-day responsibilities in advancing your cause in those specific areas, coordinating and attending meetings with members and staff of the Florida Legislature, respective House and Senate committees and the various state agency officials as well as the Governor’s office.

Ballard Partners:

7 Regional Offices – 25 Government Relations Experts
1 Degree of Separation



Ballard Partners Clients

The Firm represents over 200 diverse clients – from global innovators and disruptive technologies to major league sports dynasties and fortune 500 companies. Our clients are our family, many of which we have represented for decades. We pride ourselves on client satisfaction and retention. Meet a few of our outstanding clients.



Our Experience

The Firm has an extensive client list and we have been privileged to represent a number of diverse clients for over a decade, working in partnership to achieve many successes. The focus of the Firm's services is to advocate the interests of the client before the Florida Legislature and executive agencies of Florida government. This includes the advocacy for passage and defeat of legislation, policy and appropriations relevant to the client.

We offer the following representative sample of the many accomplishments we have achieved on behalf of our clients. They include important policy reform issues that we addressed with both the Legislature and the executive branch.

Sober Homes

City of Delray Beach

In 2015 we were very happy to assist in passing HB 21 by Representative Bill Hager and Senator Jeff Clemens relating to Substance Abuse Services which was the first legislative attempt to address the spread of sober homes in Florida. This important bill established voluntary certification programs for recovery residence administrators and recovery residences, commonly referred to as Sober Homes.

Sober Homes certified under the process are inspected by a credentialing entity prior to the initial certification and during every subsequent renewal. It also requires certified recovery residences to be actively managed by a certified recovery residence administrator. Lastly, it requires all owners, directors and chief financial officers of a sober home, as well as individuals seeking certification as an administrator, to pass a Level 2 background screening.

This important issue remains a priority for several clients, as well as, members of the Firm that live in neighborhoods impacted by the rise of unregulated recovery residences. We will play a very active role in helping to push legislation that addresses this issue, such as the recommendations generated by the Palm Beach County State Attorney Task Force.

Physician Supplemental Payments

Council of Florida Medical School Deans

In 2011, the Florida legislature passed legislation restructuring the Medicaid program as a fully capitated managed care model. In 2015, pursuant to direction from CMS, the legislature took its first step toward transitioning away from the current Low Income Pool (LIP) program, the current source of funding for Florida's medical school faculty practice plans. As Florida's Medicaid program continues to transition, it is critical that alternative funding solutions be developed to maintain support for the unique safety net services provided to Medicaid patients by the State's medical schools.

Working with and for the Council of Florida Medical School Deans, we have been able to obtain \$204 million in supplemental payments for faculty physicians. \$30 million of that total in fee-for-service payments and the balance for Medicaid managed care pass-through payments.

Graduate Medical Education Program**Safety Net Hospital Alliance of Florida**

For SFY 15/16, we assisted the SNHAF in passing the Graduate Medical Education Start-up bonus program. The intent in statute and proviso was to address the statewide supply/demand deficit by funding one-time bonuses to hospitals supporting medical residents in the specialties and subspecialties in greatest need. We also added one-time bonuses for internal medicine residents at high Medicaid and charity hospitals, resulting in \$180 million in funding for the program.

Special Districts Legislation

In 2015 and 2016, we worked to modify special district legislation to exempt hospitals and ports from restrictive salary and bonus provisions. Stakeholders sought to allow special districts and public hospitals in addition to the universities and community colleges to use their non-governmental, non-tax revenues for bonuses and severance pay so those entities could maintain the ability to recruit and retain the best and brightest, and to operate competitively.

Our team is highly successful in identifying and obtaining state financial support for our clients. Our team members understand this evolving process and have developed relationships with the elected officials that oversee Florida's budget. The process of obtaining funding can be a vastly different process from year to year, and our involvement is a continual exercise.

Listed in the following table are the various appropriations items the Firm successfully obtained during the 2016 Legislative Session. These accomplishments required our lobbying team to work closely with House and Senate leaders, budget chairs, key legislative members and their staff, and the Governor's Office.

Recipient	Issue/Line Item	Amount
AA Acquisitions	Public infrastructure improvements at Opa Locka Airport	\$1,000,000
AAF/FECI	Ludlam Redevelopment Project	\$3,000,000
Boynton Beach	Congress Avenue Barrier-Free Park Small Project #51	\$50,000
Boynton Beach	Mangrove Park Water Project	\$800,000
Broward County	Nancy J. Cotterman Rape Crisis Center	\$250,000
Broward Sheriff	Child Protective Investigative Services	\$400,000
Broward Sheriff	"Inmate Portal" process	\$600,000
Camillus House	Human Trafficking Recovery Program	\$500,000
Camillus House	Behavioral Health/homeless drug treatment program	\$200,000
Children's Movement	Help Me Grow Network	\$2,457,143
Citrus Health	CAT teams	\$750,000
Citrus Health	Adult crisis stabilization unit	\$455,000
City of Jacksonville	Jacksonville Journey's Recidivism Reduction Program	\$900,000
City of Jacksonville	Community-Oriented Policing Services (COPS)	\$250,000
City of Jacksonville	Moncrief-Dinsmore Bridge Replacement	\$500,000

FMSQN	AHCA Contract with the Florida Medical School Quality	\$6,000,000
DACCO	FIT program	\$500,000
DACCO	Zero Exposure Project	\$250,000
DACCO	Drug Treatment Beds	\$600,000
DACCO	Prison Diversion Program	\$525,000
Delray Beach	Reclaimed Water System Expansion	\$300,000
Epilepsy Foundation	Epilepsy Program Funding	\$3,377,777
FAFCC	Grant funds for free and faith-based clinics statewide	\$10,000,000
FAMU	PECO - Student Affairs Building	\$6,500,000
Florida Polytechnic University	PECO - Applied Research Center (ARC)	\$5,000,000
Florida SouthWestern State College	PECO - Renovation and Remodeling - Collier Campus	\$536,949
Foster Care Review	Citizen Review Panel	\$642,160
Harris Corporation	Statewide Law Enforcement Radio Inventory Replacement	\$7,000,000
Harris	SLERS - Feasibility Study & Staff Augmentation	\$933,800
Harris	My FloridaNet-2 migration (MFN2) Staff Augmentation	\$349,440
Hernando County School Board	Project Star-Facilitating Individual Success and Hope (StarFISH)	\$500,000
Hope & Help Center	Hug-Mel Pediatric and Adolescent HIV Care Program	\$300,000
JusticeWorks YouthCare	Overlay services in low-achieving alternative schools	\$400,000
Martin County	Britt Road Bridge Project	\$1,733,000
Martin County	All-American Ditch Stormwater Quality Retrofit Project	\$700,000
Maxim Health	Increase in private duty nursing rates	\$7,694,281
Miami Dade College	PECO - Completion of Miami Dade College West Campus	\$7,000,000
Miami Dade College	The Idea Center	\$500,000
Miami Dade College	Data Analytics & Robotics Program	\$500,000
Miami Design District	Public Infrastructure for Miami Design District	\$750,000
Mt. Sinai Medical Center	Sustainable Infrastructure Project	\$3,000,000
Nova Southeastern University	Increase to student assistance enrolled in osteopathic medicine, optometry, pharmacy and nursing programs	\$1,500,000
Nurse-Family Partnership	Pilot Program to support at-risk first time mothers	\$681,250
Pembroke Pines	Renovations and operations of veteran's transitional housing	\$100,000
Pensacola State College	PECO - Baars STEM Building	\$8,000,000
Re-Entry Alliance Pensacola	REAP re-entry portal to serve ex-offender population	\$200,000
Seminole State College	PECO - Student Services Building	\$12,691,933
Seminole State College	PECO - Renovations of Building L into classrooms and faculty offices	\$12,747,868
Shands	Shands Gainesville	\$1,000,000

Teach for America	Programs for education professionals in Miami-Dade, Orlando, and Jacksonville	\$500,000
Technology Foundation of the Americas	Promotion of trade/technological conference between Florida and South and Central America	\$750,000
Town of Lantana	Community Center Building Renovations	\$500,000
UF	Center for Translational Research in Neurodegenerative Disease	\$750,000
UF Health	Florida Center for Brain Tumor Research (Proviso)	\$500,000
UM/Sylvester Cancer Center	Precision Medicine Initiative for cancer patients	\$1,500,000
USF Morsani School of Medicine	PECO - Morsani College of Medicine and Heart Institute facility	\$22,500,000
Voices for Children	Increase of base funding for support of Guardian ad litem in Miami-Dade	\$1,292,656
TOTAL		\$142,918,257

The Firm is proud not only of the clients we have represented before the Florida Legislature, Executive Branch, and Cabinet over the years, but also the length of time we have represented them and the work we have accomplished. The Firm has engaged in a multitude of legislative and executive branch lobbying efforts since its formation. We currently service well over one hundred clients on a host of legislative, administrative and regulatory matters before almost all agencies of state government and various local governments.

Ballard Partners has routinely been listed at the top of Florida Governmental Consulting firms. Most recently, the October 2015 "Southern Political Report" named us the top Florida Government Affairs Consulting firm. Florida Trend has routinely placed Ballard Partners at the top of their list of lobbying firms in Florida. Although they did not publish rankings in 2014, we were selected for the top spot in 2013, 2012 and 2011.

We believe that our capabilities in handling legislative, executive and local consulting services are clearly demonstrated in the strength of our team's background, experience and qualifications. We would like to provide testament to those abilities through the following comments and acknowledgements of clients, colleagues and industry insiders:

"Over the years, we have been involved in many complex legislative matters that require solid strategic counsel and knowledge of the issues. Ballard Partners has always been up to the challenge and has never failed to steer us in the right direction."

~ Ember Brillhart, Manager, State Relations, Honda North America, Inc.

"Ballard Partners has been a critical partner in much of the progress we have made in Martin County as it relates to our state initiatives. Their counsel and efforts are second to none."

~ Commissioner Doug Smith, Martin County

"Proof that long experience in governing, even longer hours on the job, and contacts enough to outnumber the Sopchoppy phonebook all combine to make this firm second to nobody."

~ Florida Insider

"In a world where the size and number of clients matters, Ballard's roster of 108 tops them all: Cities, counties, hospitals, insurers, utilities, developers, drugmakers, parimutuels and pro sports teams..."

~ St. Petersburg Times

"Equally important and less celebrated, is Ballard's talent for helping his clients land lucrative state contracts: \$938 million this year alone."

~The Miami Herald

"By 6 a.m., Brian Ballard's first cup of coffee is poured and ideas are already beginning to swirl around in his head for the countless meetings that will consume the next 15 hours. There are no breaks. With six dozen clients there's no time to stop...his clients say he's worth every penny."

~Associated Press

"Providing medical and healthcare services is one of the most complex business operations requiring not only administrative leadership but the best in regulatory and legislative representation. With our partnership, Ballard Partners has demonstrated over the many years the skill to understand our needs and deliver the changes necessary to improve the business climate for our hospital and healthcare operation."

~ Robert Broadway, Vice President, Bethesda Healthcare System

We are passionate, persuasive advocates who maximize results for the clients we serve.

2017 Health Care Legislation Overview

The Million Dollar question facing everyone in health care is what will happen with the new federal administration. Even though Florida did not expand Medicaid eligibility, over 500,000 Floridians are enrolled in ObamaCare. In the event there are immediate and dramatic changes at the federal level, this may have an impact on "gap" programs like the Health Care District's. Federal rules permit the immediate repeal of policies that affect the federal budget, which includes, premium tax credits, cost-sharing assistance to low-income persons, and the "individual and employer mandates." It will take more time and legislative action to change the extension of coverage to children up to age 26; prohibitions on preexisting conditions; and requirements for modified community rating, essential health benefits, and actuarial value standards. Any change will not affect Florida as much as states that expanded Medicaid coverage. However, we will have some degree of change now and certainly later, particularly if Governor Scott's request for a Medicaid block grant is favorably received.

With regard to Florida Health Policy, the House proposed and passed many health care deregulation bills in 2016, and we anticipate all of these bills (and possibly more) will pass the House again this Session. Deregulation bills include:

- Certificate of Need for hospitals and rehabilitation facilities (not nursing homes);
- Trauma Centers - repeal of the trauma service area caps allowing for the approval of new trauma centers regardless of need;

- 24-Hour Ambulatory Surgery Centers coupled with 72-Hour Recovery Care Centers – would allow for overnight stays and recovery for another 3-days in facilities with less regulations than hospitals; and
- Personal Injury Protection – while the bill was not heard last year, it will be back with the support of the CFO.

In addition, we will likely see bills relating to medical marijuana, substance abuse/mental health, and sober homes as we previously mentioned. We track bills on a daily basis as they are introduced and we meet regularly with health policy leaders and staff so that we know what legislation is in the works. We also monitor legislation for amendments.

Current revenue projections after accounting for existing budget needs for SFY 17/18 show Florida with a very slight, \$7.5M surplus. However, last week's revenue estimating conference will likely result in a higher Medicaid/Human Services increase from the earlier projection of \$232.1M in recurring general revenue to account for continued growth in enrollment and higher prescription drug costs.

These projections do not take into account the Governor's interest in \$250M in additional tax cuts or Senate President Negron's desire to enhance funding for higher education and Lake Okeechobee clean-up efforts. While some have thought "all is well", legislators are also looking at SFY 18/19 projections, which show a (\$1.3B) deficit, of which \$1B is attributable to continued growth in the Medicaid program.

The jump in Medicaid is in part attributable to the use of non-recurring funds to support the base program and inflationary increases in managed care rates. We anticipate an effort to "raid" some of the \$400M infused in hospital inpatient rates in SFY 15/16 and perhaps some of the \$75M put into children's services hospital rate adjustors in SFY 16/17. Also on deck for session is the implementation of the EAGP outpatient hospital rates. Navigant is anticipated to release the impact numbers sometime late January/early February.

In addition, the Agency for Health Care Administration is putting the final touches on the 1115 5-year Waiver renewal and hopes to submit it this December. Included in the proposal is continuation of the Low Income Pool Program (LIP). Florida has already been given indications from The Centers for Medicare and Medicaid Services (CMS) that the continuation of LIP will be granted. CMS has also inferred they would be open to re-calculating the LIP limit, which may increase total funding from \$608M to over \$1B. This does not solve the IGT issue for the current fiscal year, and at this time the Safety Net Hospital Alliance members, which provide approximately 90% of the IGTs, have placed their IGT pledges in abeyance.

Overview of Services & Communication

Our schedule is determined by the Legislative and political calendar. Even though the 2017 Legislative Session does not officially start until March 7, 2017, the committee weeks are already occurring, which, for all intents and purposes, means the 2017 Legislative Season has already started.

Once retained, our team will work with you to identify and review all areas of concern, and establish the goals and priorities of the Health Care District. We will then develop an overall strategy to address those concerns and compile the necessary supporting information. Beyond a list of identified action items, the team will also track, monitor and report on all the bills that are being filed that may have an impact on the Health Care District.

It is critical to involve all members of the Palm Beach County Legislative Delegation in the plans, priorities and desired outcomes of the session. Once your goals are established, we will meet with all members of the delegation to optimize the working relationships we have created to communicate the needs of the Health Care District.

We will work with the Health Care District to tailor suitable reporting styles and schedules for progress reports. During legislative committee weeks we typically communicate and report on a weekly basis. During session, communication with the team's lead will occur on an as-needed, often daily, basis.

We have also found that in-person updates to support written reports are essential. Our West Palm Beach staff travels back and forth to Tallahassee on a weekly basis during the Legislative Session which generally makes them available for meetings in Palm Beach County on a weekly basis. This would easily include brief meetings with District staff and official presentations to the Health Care District Board at least twice a year or as needed.

Fee Proposal

The Firm proposes an annual fee of \$49,500 payable in 12 equal monthly installments of \$4,125, plus the reasonable and approved costs associated with the representation, including but not limited to, lobbyist registration fees and travel costs.