

EMPLOYMENT AGREEMENT

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

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

WHEREAS, Employee desires to accept such employment agreement.

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

1. Employment.

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

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

(c) Duties and Responsibilities. (See Appendix A) During the Term, Employee shall have such authority and responsibility and perform such duties customary to Employee's office and as are necessary to the business and operations of Broward Health. Broward Health reserves the right, in its sole discretion, to add, modify, delete, or otherwise change Employee's duties, responsibilities, authority, reporting structure, and work location. During the Term, Employee shall perform Employee's duties honestly, diligently, competently, in good faith, in the best interests of Broward Health, and shall use Employee's best efforts to promote the interests of Broward Health. Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act in the best interests of Broward Health and to do no act that would injure

the business, interests, or reputation of Broward Health. Broward Health and Employee understand and agree that Employee shall be permitted to serve on industry, trade, civic, or charitable boards or committees provided that (i) such activities do not conflict with the goals and objectives of Broward Health, (ii) such activities do not interfere with the performance of the Employee's duties and responsibilities to Broward Health, and (iii) Employee is devoting substantially all of Employee's business time to Employee's duties and obligations under this Agreement. Further, Employee shall be permitted to make personal appearances, attend seminars, and/or lecture on matters relevant to Broward Health so long as such appearances promote and market the healthcare services provided by Broward Health.

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

2. Compensation.

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

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

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

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

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

3. Termination.

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

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

(c) Voluntary Termination of Employment by Employee. Employee may voluntarily terminate Employee's employment with Broward Health hereunder at any time by giving written notice to Broward Health at least 90 days prior to the proposed date of termination ("Proposed Date of Termination"). Upon receipt of such notice, Broward Health may, at its sole discretion, advance (accelerate) the effective date of such termination of employment to any earlier date ("Actual Date of Termination") in which case Broward Health shall pay Employee the balance of Employee's Base Salary, Incentive Compensation (if permitted under the terms of the applicable plan), benefits,

paid time off (if permitted under the terms of the applicable plan), and expenses (submitted in accordance with Broward Health's policies) for the period commencing on the Actual Date of termination and ending on the proposed date of termination. Such payment shall be paid in accordance with Broward Health's normal payroll practices and procedures following the Actual Date of Termination. Payment will be made net of all applicable payroll withholding and taxes.

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

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

4. Confidentiality.

Employee acknowledges that as a result of Employee's employment with Broward Health, Employee has had or may have access to confidential, proprietary, trade secret, and/or

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

5. Employee Representation.

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

6. Inventions, Patents, and Copyrights.

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

delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

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

7. Non-Disparagement.

Employee agrees that Employee will not disparage the products, services, employees, officers, and director of Broward Health. "Disparage" means remarks, comments, or statements that impugn the character, honesty, integrity, morality, business acumen, or abilities in connection with any aspect of the operation of that business of the individual or entity being disparaged. This provision is not to be construed as interfering with or limit Employee's ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including testifying or providing documents or other information, without notice to Broward Health.

8. Notices.

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

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

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

Copy to:

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

9. Independent Obligations; Severability; Survival.

Each of the provisions herein is considered independent of any other provision in this Agreement or any other agreement executed by Employee. Further, Employee's obligations hereunder are independent of any Broward Health obligation. The existence of any claim or cause of action by Employee against Broward Health shall not constitute a defense to the enforcement by Broward Health of the covenants herein. If any one or more of the provisions contained in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement as the parties agree that the legal authority shall revise the provisions contained herein to cover the maximum scope permitted by law. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction (and it is not capable of modification as described above), it shall be severed and such invalidity, illegality, or unenforceability shall not affect the enforceability of the provision in any other jurisdiction, nor shall it affect the enforceability of any other provision of this agreement.

10. Entire Agreement.

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

11. Amendment; Waiver.

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

12. Assignment.

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

13. Governing Law; Arbitration.

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

14. Attorneys' Fees and Costs.

If either party breaches this Agreement, or any dispute arises out of or relating to this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party also shall be entitled to recover reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute,

rule, or guideline, as well as non-taxable costs including but not limited to costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges.

15. Headings.

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

16. No Strict Construction.

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

17. Consultation with Counsel--Voluntary Agreement.

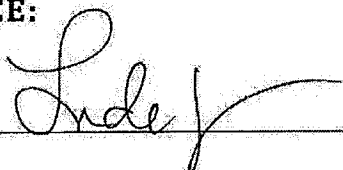
The parties acknowledge that they have had the opportunity to freely consult with attorneys of their own choosing and are fully aware of their rights, responsibilities, and the consequences of the execution of this Agreement prior to signing. Employee represents and agrees that this Agreement was reached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

18. Counterparts.

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

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

EMPLOYEE:

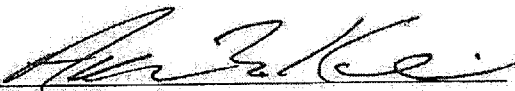
By: 

Print Name: Linda A. Epstein, Esq.

Title: General Counsel

Date: 6-1-2019

North Broward Hospital District

By: 

Print Name: Andrew M. Klein, Esq.

Title: Board Chairman

Date: 6/5/19