

GENERAL RELEASE AND AGREEMENT

This General Release and Agreement (herein after referred to as "Release" or "Agreement") is executed by and between ROBERT K MARTIN (hereinafter referred to as "MARTIN") and the NORTH BROWARD HOSPITAL DISTRICT (d/b/a Broward Health hereinafter referred to as "BROWARD HEALTH"). BROWARD HEALTH shall at all times include the North Broward Hospital District and any and all related parent institutions, subsidiaries, joint ventures or affiliated institutions and entities, as well as their respective current and former commissioners, directors, officers, employees, successors in interest, attorneys, representatives and agents, both in their representative and individual capacities.

IN CONSIDERATION of all mutual promises contained herein, it is agreed by and between ROBERT K MARTIN and BROWARD HEALTH as follows:

1. MARTIN is employed as SVP, CHIEF FINANCIAL OFFICER at the BROWARD HEALTH CORPORATE.
2. MARTIN's last day of on-site employment with BROWARD HEALTH will be January 7, 2016. MARTIN shall return all BROWARD HEALTH property in his possession or control as soon as reasonably possible and shall be responsible for payment to BROWARD HEALTH for any BROWARD HEALTH property provided to MARTIN which is not returned within seven (7) days from January 7, 2016.
3. After January 7, 2016 BROWARD HEALTH will pay MARTIN for 12 continuous MONTHS, through January 7, 2017. Subject to the other conditions contained herein, the payment shall be at his regular salary at the annualized rate of

\$407,929.60 or \$196.12 per hour less applicable taxes, through January 7, 2017.

4. MARTIN 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 through January 31, 2017. After the expiration of the severance period, MARTIN will be eligible to continue Insurance coverage pursuant to applicable law without any contribution by BROWARD HEALTH.

5. After January 7, 2016, MARTIN will not accrue Personal Leave, will not be eligible for any increase in salary, and will not receive Performance Evaluations, a Market Increase, or any type of bonus payment.

6. After January 7, 2016, MARTIN will not receive any other benefit, contribution or payment, directly or indirectly on his behalf, from BROWARD HEALTH, other than specifically provided elsewhere in this Agreement, including but not limited to, disability insurance, employer contributions to pension programs, or any other insurance policy, plan or employee benefit program or individual coverage in accordance with the terms of the applicable policy, plan or program.

7. After January 7, 2016, MARTIN will be entitled to benefits under BROWARD HEALTH'S employee benefit plans, such as life insurance, in which he participates in accordance with the terms of those plans for former employees, regardless of whether he signs this Release.

8. MARTIN will be provided with the opportunity to utilize professional outplacement services with an outplacement service selected and paid for by

BROWARD HEALTH through and until January 7, 2017.

9. MARTIN will also receive a lump sum payment in accordance with BROWARD HEALTH's policies of his accrued Personal Leave with a current balance of approximately 87.3700 hours at his hourly rate of pay at \$196.12 per hour less applicable taxes.

10. In exchange for the consideration specified in this agreement from BROWARD HEALTH, to which MARTIN would not otherwise be entitled, MARTIN does hereby release and discharge BROWARD HEALTH for any and all actions, causes of actions, claims or costs of whatever nature (including attorney's fees), at law or in equity, arising out of his employment with BROWARD HEALTH and the termination of his employment. This Release includes, but is not limited to, any and all claims or lawsuits arising under the:

- A. The Broward County Human Rights Ordinance;
- B. The Florida Civil Rights Act of 1992;
- C. The Florida Whistle-blower's Act, Statute 112.318-318795 and 447.208;
- D. Title VII of the Civil Rights Act of 1964;
- E. The Civil Rights Act of 1991;
- F. The Equal Pay Act of 1963;
- G. The American with Disabilities Act of 1992;
- H. The Age Discrimination in Employment Act of 1967, and any amendments to the foregoing statutes;
- I. Older Worker Benefit Protection Act, 29 U.S.C. Section 626(f)(1) (A) –

(G); and

- J. Any other Federal or State statute, or any other local ordinance, or common law cause of action, including, but not limited to claims for breach of contract, wrongful discharge or personal injury.

The foregoing examples are meant to be illustrative rather than all-inclusive.

11. By entering into this Release, MARTIN understands that this Release precludes him from recovering any relief against BROWARD HEALTH as a result of any charge, lawsuit or proceeding brought by him against BROWARD HEALTH and the termination of his employment.

12. MARTIN expressly waives any right or claim whatsoever to reinstatement or re-employment with BROWARD HEALTH and further agrees not to seek employment with BROWARD HEALTH in the future. MARTIN will refer all prospective employers to BROWARD HEALTH'S employment verification service (The Work Number 1-800-367-5690), which will provide a neutral job reference by providing only dates of employment, compensation and position held. In entering into this Agreement, BROWARD HEALTH does not admit, and expressly denies liability of any kind to MARTIN arising from his employment with BROWARD HEALTH and termination from employment with BROWARD HEALTH.

13. MARTIN agrees to keep confidential and not to use or disclose to others, except as expressly consented to in writing by BROWARD HEALTH or as required by law, confidential medical, personnel, technological or proprietary information, patent information, trade secrets or strategic planning information of BROWARD HEALTH or

any other matter or thing ascertained by MARTIN through MARTIN's association with BROWARD HEALTH. MARTIN further agrees that upon separation from BROWARD HEALTH, MARTIN shall not take, without prior written authorization from BROWARD HEALTH, any papers, computer disks or tapes, medical data, patient lists, patient records, files or other documents or materials (or copies thereof) or other information of any kind belonging to BROWARD HEALTH pertaining to the business, sales, financial condition, products, patients, professional or medical activities, or other activities of BROWARD HEALTH. MARTIN represents that he is not in possession of nor has control over any of the above-referenced documents or materials.

14. At all times prior and subsequent to the separation date, MARTIN agrees to provide his cooperation in connection with any matters in which BH deems that his cooperation or testimony is needed, including, without limitation, cooperating in the orderly transition of his duties as directed by BH, cooperating with and fully responding to all questions asked during his exit interview and any other interview, and, as required by BH's Corporate Integrity Agreement, completion of the 90 and 120 management certifications and the Chief Financial Officer certification or completion of written statements setting forth with specificity the reasons why he cannot complete each of these certifications, as applicable. For purposes of this Paragraph, cooperation means that MARTIN will make himself available at reasonable times and places for interviews, consultations and/or testimony during which he will provide to BH, or its designated attorneys or agents, any and all information known to him regarding or relating to the subject matter on which cooperation is sought, as well as provide any and all

documents or electronically stored information available to him or asked of him relating to such subjects. BH agrees to reimburse MARTIN for reasonable and necessary out-of-pocket expenses incurred in fulfilling his obligations under this Paragraph, as determined by BH in its sole discretion.

15. MARTIN agrees that, except as required by law, he will not engage in any activity either oral or written which disparage or adversely affect BROWARD HEALTH or which might in any way, directly or indirectly, work to the detriment of BROWARD HEALTH. MARTIN hereby represents that he has no knowledge of wrongdoing on the part of BROWARD HEALTH or conduct that might adversely affect BROWARD HEALTH or any issue of potential liability to BROWARD HEALTH.

16. BROWARD HEALTH agrees that, except as required by law, BROWARD HEALTH will not engage in any activity either oral or written which disparage or adversely affect MARTIN or which might in any way (whether directly or indirectly) work to the detriment of MARTIN.

17. In addition to all other remedies for breach of contract under law, any breach by MARTIN of any provision of this Agreement shall constitute a waiver by him of amounts that may be due and owing to him under paragraphs 3 and 4 of this Agreement. Any breaches by MARTIN will therefore cause BROWARD HEALTH to immediately cease further payment to him.

18. If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision or part of this Agreement.

19. MARTIN and BROWARD HEALTH agree that this Agreement constitutes their final and complete Agreement with respect to the subject matter herein and supersedes all prior or contemporaneous negotiations or agreements (written or oral) related to the subject matter of this Agreement.

20. MARTIN and BROWARD HEALTH agree that this Agreement cannot be modified except by a written instrument executed by MARTIN and BROWARD HEALTH.

21. MARTIN shall have twenty-one (21) days from the date of receipt of this Release to decide whether to sign it. MARTIN may use all or part of that twenty-one (21) day period to decide whether to sign this Release. MARTIN will not receive any benefits arising from this Release until it is executed.

22. MARTIN may revoke this Release for a period of seven (7) days following the day he signs it by submitting written notice for his revocation to the Senior Vice President/Chief Human Resources Officer, Dionne Wong, at BROWARD HEALTH's offices located at 1800 NW 49th Street, Suite 110, Fort Lauderdale, FL 33309. In the event the Release is revoked, MARTIN must reimburse BROWARD HEALTH for any compensation accepted under the terms of the Release within twenty-four hours (24).

23. This Release shall not become effective or enforceable until the seven (7) day revocation period has expired.

24. The Parties represent and agree that they have thoroughly discussed all aspects of this Agreement and the Waiver contained herein with their respective attorneys and have carefully read and fully understand all of the provisions of this

Agreement, and that they are voluntarily entering into this Agreement with the advice of counsel.

25. The Parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement made by any of the Parties or by any of the Parties' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise other than those specifically stated in this written Agreement.

26. MARTIN is advised that he has the right and may consult with an attorney prior to executing this Agreement.

27. MARTIN acknowledges that the address and telephone number provided below is the current residence, the place where mail is routinely received. In the event of a change in mailing address, MARTIN will notify the office of the Senior Vice President/Chief Human Resources Officer of the change within forty-eight (48) hours.

1608 S OCEAN LANE, Unit 131

FT LAUDERDALE, FL 33316

614-361-0284


28. BROWARD HEALTH will waive any current obligation to repay tuition reimbursement, relocation and/or sign-on monies owed by MARTIN to BROWARD HEALTH.

29. MARTIN acknowledges that he has carefully read and that he fully understands each paragraph of this Agreement, including the release of claims and that

this Agreement is the result of negotiations between the parties; that he has had sufficient time to consider the provisions of this Agreement.



DISTRICT



ROBERT K MARTIN

IN WITNESS THEREOF, MARTIN and BROWARD HEALTH have executed the General Release and Agreement.

By: Robert K Martin
ROBERT K MARTIN

By: Nabil El Sanadi, MD
President/CEO
BROWARD HEALTH

1/28/16
DATE

2-5-16
DATE

SWORN TO AND SUBSCRIBED
before me this 28 th day of
January, 2016.

SWORN TO AND SUBSCRIBED
before me this 5 th day of
February, 2016.

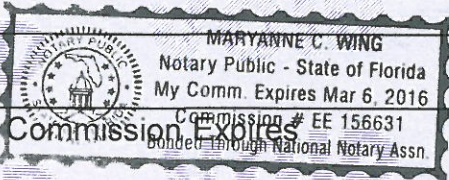
Katherine M Cameron
NOTARY PUBLIC
State of Florida

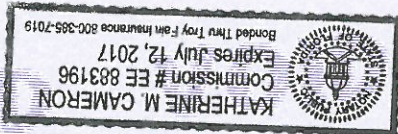
Maryanne C Wing
NOTARY PUBLIC
State of Florida

Personally Known or
Produced Identification _____
Type of Identification Produced _____

Personally Known or
Produced Identification _____
Type of Identification Produced _____

My Commission Expires 7-12-17

My Commission Expires




KK
DISTRICT

RKM
ROBERT K MARTIN