

## TPRO CONSULTING SERVICES AGREEMENT

This **TPRO CONSULTING SERVICES AGREEMENT** (this “Agreement”) is entered into by and between Florida Health Sciences Center, Inc., a Florida not-for-profit corporation d/b/a Tampa General Hospital (“TGH”), and Florida Senate, a public body (“Client”) as of the date last executed below (“Effective Date”). TGH and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, the purpose of this Agreement is to prepare for the conducting of operations for Client’s 2020-2022 Legislature; and

**WHEREAS**, Client directs and TGH agrees that it will provide the services further described below in this Agreement at the direction of Senator Wilton Simpson, President-Designate.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. TGH Duties.

(a) During the Term (hereinafter defined) of the Agreement, TGH shall provide the services, as described in Exhibit A, attached hereto and made a part hereof, to Client at a mutually agreed upon time and place (the “Scheduled Services”).

(b) TGH shall provide the Scheduled Services in good faith and in accordance with all applicable laws and regulation. TGH will use its reasonable efforts to respect Client-provided policies that apply to TGH, and do not materially contradict TGH policies. Failure to respect Client policies is not a material breach unless it is willful and adversely affects Client’s ability to perform its obligations or substantially interferes with its business operations.

(c) Change Requests. If Client desires any change to the contemplated Scheduled Services, Client shall submit a change request to TGH in writing, and, if and when approved, shall be memorialized in an amended Exhibit A to this Agreement. Client acknowledges and agrees that the implementation of any Change Request may be subject to additional charges, as agreed in writing by the Parties.

2. Client Duties.

(a) Client shall use its best efforts to make itself and its staff reasonably available for TGH to provide the Scheduled Services as set forth in Exhibit A.

(b) Client shall pay compensation for the Scheduled Services, as specified in Exhibit A. Payments shall be made and sent to TGH, at Tampa General Hospital, P.O. Box 173688, Tampa Florida 33672 or via ACH. Fees are dependent upon commercially reasonable satisfactory progress of Scheduled Services contemplated. Client will pay all undisputed amounts due to TGH under this Agreement no later than thirty (30) calendar days after TGH's invoice date. If an invoiced amount is disputed in good faith by Client then, until resolution of the dispute, Client may suspend disputed payments and toll the running of time for default by: (a) paying the undisputed amount, if any; and (b) informing TGH of the dispute. If Client and TGH cannot resolve the disputed amounts within ten (10) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts, to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to TGH within thirty (30) days of such determination. For any undisputed late payment, TGH may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Client to offset any of Client's outstanding balance.

(c) Travel Expenses: The Client will reimburse TGH for authorized travel and per diem expenses incurred as a result of this consultation; however, reimbursement(s) must be in accordance with the travel guidelines of the Florida Legislature and section 112.061, Florida Statutes, and all travel must be approved by the Client's contract manager before the costs are incurred.

(d) Taxes. Prices do not include applicable taxes, which are Client's responsibility.

3. Contract Manager. Each Party shall designate a Contract Manager who shall be responsible for coordinating that Party's duties under this Agreement and shall be the primary point of contact for any necessary approvals. The Client's Contract Manager shall be Senate President Designate Wilton Simpson or his designee and TGH's Contract Manager shall be Steven Chew, TGH Sr. Administrator, Infection Prevention.

4. Public Records. Unless specifically exempted by applicable law, all records made or received by TGH in conjunction with this Agreement may be deemed to be public record, available for inspection by the public in accordance with the provisions of Article I Section 24, Florida Constitution, and section 11.0431, of the Florida Statutes. If TGH receives a request for public records, TGH shall promptly notify the Client's Contract Manager of the request and shall coordinate the production of records to the requestor with the Client's Contract Manager. However, in order to assure that records subject to any exemption are not disclosed, TGH shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Client's Contract Manager, who shall promptly provide such direction to TGH. Refusal of TGH to allow public access to such records after approved by the Client's Contract Manager shall constitute grounds for termination of this Agreement.

5. Protection of Trade-Secrets or Other Confidential Information.

(a) If TGH considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, TGH must clearly designate that portion of the materials as "confidential" when submitted to the Client.

(b) If the Client receives a public records request for contract-related materials designated by TGH as "confidential," the Client will provide only the portions of the contract-related materials not designated as "confidential." If the requestor asserts a right to examine contract-related materials designated as "confidential," the Client will notify TGH. TGH will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(c) If the Client is served with a request for discovery of contract-related materials designated "confidential," the Client will promptly notify TGH about the request. TGH will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Client will provide materials designated "confidential" only if TGH fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(d) TGH shall protect, defend, and indemnify the Client for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

6. Copyrightable Works. TGH must notify the Client of any publications, artwork, or other copyrightable works developed in connection with the Agreement. All copyrights created or developed through performance of the Agreements are owned solely by the State of Florida.

7. Warranty Disclaimer. Client acknowledges and agrees that TGH does not represent, guarantee or warranty that the provision of the Services will prevent the transmission of, or eliminate, the SARS-COV-2 virus, or guarantee a safe environment for patrons, employees, and the general public. Further, Client agrees and acknowledges that it fully assumes any and all risk of loss, damages, injury or death that may be sustained as a result of its decision to reopen for business.

8. Disclaimer of Warranties. The warranties and conditions set forth in this Agreement or in any exhibit hereto constitute the only warranties of TGH with respect to the Scheduled Services and are in lieu of all other warranties and conditions. No other express or implied warranties, including implied warranties of non-infringement, merchantability, and fitness for a particular purpose, will apply. SCHEDULED SERVICES ARE PROVIDED "AS IS." TGH DOES NOT GUARANTEE THAT THE SCHEDULED SERVICES WILL RENDER ANY INTENDED RESULTS.

9. Disclaimer of Third Party Beneficiary Rights. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

10. Release. Each of the Parties hereby irrevocably and unconditionally releases, acquits and forever discharges the other Party and each of the other Party's respective beneficiaries, successors, and assigns and all persons acting by, through, under or in concert with any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, of any natures whatsoever, known or unknown, including, but not limited to, those arising, wholly or in part, out of or resulting from:

- (a) bodily injury, death of any person as a result of the contraction of the SARS-COV-2 virus; and
- (b) any claim arising as a result of provision or omission of services under this Agreement regardless of whether such liability arises in tort, contract, strict liability, or otherwise relating to claims for loss of profits as a result of employees' contracts, licensee, invitees or customers' contraction of SARS-COV-2.

11. Insurance. TGH shall maintain and provide evidence to the Client, upon request, that it maintains comprehensive general liability insurance or self-insurance with limits of at least \$3,000,000 in annual aggregate and \$1,000,000 per occurrence. The Client represents it has self-insurance pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

12. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INJURY, LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY PROVIDED HEREIN, TGH'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CLIENT FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO TGH FOR THE SCHEDULED SERVICES CONTEMPLATED TO BE PROVIDED HEREIN AND SHALL BE LIMITED TO CLAIMS OCCURRING WITHIN THREE (3) MONTHS OF TGH'S COMPLETION OF THE SCHEDULED SERVICES. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

13. E-Verify. TGH must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. In order to implement this provision, TGH must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If TGH is not enrolled in DHS E-Verify System, it will do so

within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

14. **Publicity.** Neither Party will, without the prior written consent of the other Party, use the name of the other Party, or any employee or agent of the other Party, in connection with this Agreement in any publication, press release, public statement, advertising or otherwise, except as otherwise required by law. Notwithstanding the foregoing, TGH may use Client's name in a general listing of its Client base.

15. **Assignment.** Neither Party may assign this Agreement, nor the rights created or granted herein, without the prior written consent of the other Party.

16. **Relationship of Parties.** In the performance of the duties and responsibilities of each of the Parties to this Agreement, it is mutually understood and agreed that the Parties are at all times performing as independent contractors and that neither Party shall be considered the agent, employee, or partner with the other Party.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written. It may not be amended or modified except in a writing signed by both Parties.

18. **Governing Law.** This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of the State of Florida. Venue shall lie exclusively in Leon County, Florida.

19. **Prevailing Party.** In addition to any and all other forms of relief, a Party may recover from the breaching Party all reasonable costs and attorneys' fees incurred in seeking any legal or equitable remedy.

20. **Waiver.** Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

21. **Severability.** In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

22. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

23. **Notices.** Any notice regarding the Scheduled Services specifically or other operational communication other than the notices specifically required pursuant to this Agreement shall be sent to each Party's respective Contract Manager in a form and manner reasonably agreed upon by both Contract Managers. All invoices, notices, requests, consents, claims, demands, waivers,

and other communications specifically required herein shall be in writing and shall be deemed to have been given when received, in person, if by hand-delivery or by the addressee if sent by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier receipt requested. Such communications must be sent to the respective Parties at the addresses indicated below.

If to TGH: Tampa General Hospital  
Attn: Purchasing Dept/Service Contracts Manager  
PO Box 1289  
Tampa, Florida 33601

If to Client: Jeremiah Hawkes  
General Counsel, Florida Senate  
404 S. Monroe St., 302 The Capitol  
Tallahassee, Fl, 32399-1100

24. Survival. Terms in this Agreement related to intellectual property, confidentiality, non-solicitation, compliance, data rights and any other terms that by their nature are intended to survive will continue in full effect after its end.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A Party's receipt of a facsimile signature page or electronic copy of a signature page to this Agreement shall be treated as the Party's receipt of an original signature page.

26. Draftsmanship. The fact that one of the Parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit or schedule hereto shall not be considered in construing the particular provision or document either in favor of or against such Party.

27. Binding Effect on Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

28. Termination for Convenience. The Agreement may be terminated by the Client in whole or in part at any time, in the best interest of the State of Florida. If the Agreement is terminated before performance is completed, TGH will be paid only for that work performed to a commercially reasonable satisfaction for which costs can be substantiated. Such payment, shall be calculated pursuant to the hours and hourly rates defined herein for work performed through the effective date of such termination. All work in progress will become the property of the Client and will be turned over promptly by TGH.

29. Sexual Harassment. TGH will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited) which is attached as Exhibit B (the "Policy"). If the Client amends Policy during the term of the Agreement, TGH will be sent a copy of the amended policy promptly and such amended policy shall supersede the prior version for the purposes of TGH's adherence from the

date of receipt. The Parties agree that this is a material condition to the execution of the Agreement and any violation of the Policy can be grounds for termination by the Client. The Client has sole but reasonable discretion in determining whether a violation has occurred and whether termination is warranted. Upon receipt of a notice of termination under this clause, TGH shall immediately cease the provision of the Scheduled Services and TGH will be paid for all Scheduled Services provided through the effective date of termination pursuant to the provisions of Section 28. Further, TGH will provide all work in progress to the Client as provided for in Section 28 herein.

30. Term

The term of this Agreement shall commence as of the Effective Date and will continue in effect for 24 months thereafter, unless otherwise terminated by the Parties as specified herein.

IN WITNESS WHEREOF, the Parties have caused this Consulting Services Agreement to be executed by their duly authorized representatives as of the day and year written below.

Client:

Florida Senate

*Lisa R. Vickers*  
Signature

Lisa R. Vickers  
Print Name

Title: Chief of Staff

Date: 9-11, 2020

*Approved as to form & legal sufficiency*  
*[Signature]*  
*9/11/20*

TGH: Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital:

*Sherri Lewman*  
Signature

Sherri Lewman  
Print Name

Title: VP Service Lines

Date: September 9, 2020

**EXHIBIT A  
SCHEDULED SERVICES**

**SERVICES**

Subject to the terms and provisions of the Agreement, the Scheduled Services to be provided by TGH to Client are on an as-needed, as requested basis and will be performed pursuant to the hourly rates listed below. Any requests for scheduled services shall be sent by Client to TGH's designated Contract Manager via electronic mail or other agreed upon method of communication. The Scheduled Services contemplated shall include, but not limited to:

- Review and offer feedback on any existing plans currently being drafted or in place
- Assist in developing a safe reopening plan
- Conduct site visits to identify potential improvement opportunities in order to promote a healthy and safe working environment for Senators, Senate staff, guests, and visitors.
- Educate Senators and Senate staff on practical, actionable infection prevention steps
- Support the Senate on an ongoing basis, as additional needs for the scheduled services arise

TGH shall communicate with the Contract Manager regarding any recommendations TGH has pursuant to this Exhibit A, and shall, upon request by Client, reduce such recommendations to writing. TGH shall only review areas as requested by the Contract Manager.

**FEES AND EXPENSES**

**BALANCE DUE AS INVOICED SCHEDULED SERVICES.**

TGH Personnel, shall provide the Scheduled Services to Client pursuant to this Exhibit at the non-profit and governmental hourly rate of **\$200**. Physician-specific Scheduled Services to Client shall be provided at the non-profit and governmental hourly rate of **\$266.67**.

Scheduled Services described herein reflect that initially contemplated between the Parties. Client acknowledges and agrees that the time required in order to complete Scheduled Services will vary and that any estimated time and fees shall be adjusted to reflect actual time incurred by TGH in performing the Scheduled Services. Compensation for additional hourly fees shall be due pursuant to the terms of the Agreement.

## **1.60 Workplace Harassment Prohibited**

The Senate is committed to providing a safe, professional environment for conducting the legislative business of the citizens of Florida. The Senate does not tolerate harassment toward any individual based on race, color, religion, sex, national origin, age, disability, or marital status. The Senate takes all allegations of harassment seriously and will take appropriate action to eliminate prohibited harassment.

Each Senator and employee has a responsibility to ensure harassment based on race, color, religion, sex, national origin, age, disability, or marital status does not occur in the workplace and must avoid conduct, both subtle and overt, that could be seen as prohibited harassment.

To achieve the Senate goal of providing a workplace free from unlawful harassment, the prohibited conduct described in this policy will not be tolerated, and there will be a prompt response to complaints of such harassment consistent with this policy or the Senate Rules, as applicable. The personal identifying information of an alleged victim of sexual harassment will be kept confidential and exempt from public records requirements pursuant to section 119.071(2)(n), Florida Statutes, to the fullest extent allowed by law.

### **Applicability**

This policy is applicable to all Senate employees, Senators, lobbyists, and third parties. All agreements with agents, contractors, and vendors shall also contain provisions prohibiting harassment consistent with this policy.

For the purpose of this policy, the term:

- (1) “Employee” means an individual employed by the Senate and includes an intern, Senate Page, volunteer, or other temporary or unpaid staff.
- (2) “Lobbyist” means an individual registered to lobby both houses of the Florida Legislature or the Florida Senate pursuant to section 11.045, Florida Statutes.
- (3) “Senator” means a current Florida State Senator.
- (4) “Third party” means a member of the general public, member of the media, other legislative employee, or visitor to the Senate offices or committees.

### **Definition of Workplace Harassment**

“Workplace harassment” means any:

- (1) Harassment based on race, color, religion, sex, national origin, age, disability, or marital status, including verbal or physical behavior or conduct that denigrates or shows hostility or aversion toward an individual because of that individual’s race, color, religion, sex, national origin, age, disability, or marital status;
- (2) Harassment based on an individual’s association with an individual because of that individual’s race, color, religion, sex, national origin, age, disability, or marital status;
- (3) Harassment that has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment; or
- (4) Sexual harassment. While workplace harassment includes sexual harassment,

sexual harassment raises issues that are unique in comparison to other types of workplace harassment. Therefore, sexual harassment warrants separate emphasis. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **Examples of Workplace Harassment**

The following examples are illustrative of conduct or communications that may constitute workplace harassment:

- Unwanted jokes or slurs with a sexual, racial, religious, ethnic, or similar content.
- Mimicking or imitating the characteristics of an individual based on race, religion, sex, national origin, age, disability, or marital status.
- Unwelcome remarks about an individual's sexual anatomy, sexual capabilities, ethnic characteristics, religion, age, physical disabilities, or marital status.
- Unwanted physical contact.
- Hazing based on race, color, religion, sex, national origin, age, disability, or marital status.

The following examples are illustrative of conduct or communication, if unwelcome, which may constitute sexual harassment:

#### **Verbal**

- Sexual comments or innuendos about one's clothing, body, appearance, or sexual activity.
- Discussing sexual topics in the workplace, such as sexual practices or preferences or telling sexual jokes or stories.
- Using sexual words or phrases or words or phrases that can or should reasonably be taken as having sexual connotations.
- Implying that certain individuals must attend meetings or provide briefings when it is understood or should be understood the preference is not based on the substantive knowledge or experience of the individual.
- Making unwelcome calls or other communications to discuss matters of a personal nature outside of those required by professional conduct.
- Requesting or demanding sexual favors or suggesting that there is any connection between sexual behavior and any term or condition of employment or the outcome of any issue or matter, whether that connection be positive or negative.

**Nonverbal**

- Displaying sexually explicit pictures, cartoons, messages, or objects in the work area.
- Giving personal gifts of a sexual nature.
- Making sexually suggestive gestures.
- Making unwelcome visits outside the workplace.
- Sending emails, text messages, instant messages, or notes of any kind containing sexual images, cartoons, jokes, words, phrases, or content of a sexual nature.

**Physical**

- Kissing or hugging, unless welcome or clearly not objected to, when made in connection with a greeting or parting, such as a peck on the cheek.
- Patting, pinching, or intentionally brushing against an individual's body.
- Unwelcome sexual contact of any kind.

Whether conduct or communications constitute workplace harassment depends upon the totality of the circumstances. In that regard, the following should be kept in mind:

- (1) A single incident may or may not constitute workplace harassment.
- (2) Whether a particular action is workplace harassment will depend on the facts and determinations made on a case-by-case basis.
- (3) Conduct or communications that might be welcome to one individual may be unwelcome to another individual. Conduct or communications that might have been welcome between two individuals at one time may become unwelcome at any time.
- (4) The examples are not exhaustive. Other conduct or a communication not expressly described in the examples may violate this policy.

**Complaint Contacts**

Any individual who experiences prohibited workplace harassment in the Senate may report the complaint to any of the following individuals:

- (1) the Senate President;
- (2) the Senate Chief of Staff;
- (3) the Secretary of the Senate;
- (4) the Senate Sergeant at Arms;
- (5) the Human Resources Director of the Office of Legislative Services (Human Resources Director);
- (6) an employee's immediate supervisor;
- (7) a designee of opposite gender provided by any of the aforementioned contacts when practical. A list of opposite gender designees, if any, will be provided with annual training materials.

### **Complaint Procedure**

Complaints reported to a complaint contact must be promptly communicated to the Human Resources Director for a complete investigation. Once notified, the Human Resources Director will promptly notify the Office of the Senate President, or the Senate President Pro Tempore with a copy to the Secretary of the Senate if the complaint is against the Senate President, of the complaint and attempt to resolve the issue informally. This will include discussing the issues with the individuals involved in the complaint and may include interviewing other personnel, as deemed appropriate. Supervisors, Human Resources staff, or the Senate General Counsel may be requested to assist the Human Resources Director with the facilitation of the informal resolution.

If no informal resolution is possible, or if the complainant or the Human Resources Director determines an informal resolution is not appropriate given the seriousness or severity of the allegation, the complainant will be requested to submit a formal, written complaint to the Human Resources Director. The written complaint must set forth the basis of the complaint, the reasons the complainant believes prohibited workplace harassment has occurred, the specific dates of the alleged harassment, identification of any witnesses to the harassment, and any action the complainant believes would resolve the complaint.

Upon receipt of the written complaint, or when deemed appropriate by the Senate President or the Human Resources Director, the Human Resources Director may contact an independent, professional service provider who will conduct a further investigation into the allegations set forth in the complaint.

After appropriate investigation, a written report summarizing the issues raised in the complaint, as well as evidence collected during the investigation, will be prepared by the Human Resources Director or the service provider and submitted to the Office of the Senate President.

A copy of a formal complaint or a description of an informal complaint shall be retained by the Human Resources Director with a summary of how the complaint was resolved.

If the complaint is against the Senate President, the Human Resources Director will notify the Senate President Pro Tempore with a copy to the Secretary of the Senate.

In every case, the Human Resources Director shall provide the complainant with available resources for victims of workplace harassment and follow-up with the complainant, when appropriate, to ensure the complainant was able to access available resources.

### **Resolution**

The Human Resources Director, upon completion of an investigation of a complaint, will provide a summary of any findings, and disciplinary recommendations when a violation by an employee is identified, to the Senate President and the Senate Chief of Staff.

The Senate President and the Senate Chief of Staff, in consultation with the Senate General Counsel, will promptly make a determination and take appropriate disciplinary and corrective action, if any, based on all of the evidence gathered during the investigation.

An employee who is found to have violated this policy is subject to discipline up to and including immediate termination from employment.

The Senate President will take appropriate action if the complaint involves any violations by a Senator or a third party in accordance with the Senate Rules. Appropriate action may include, with the consent and participation of the complainant, the filing of the complaint with the Chair of the Committee on Rules in accordance with the Senate Rules.

If the complaint is against the Senate President, the Senate President Pro Tempore, with the consent and participation of the complainant, will file a written complaint with the Chair of the Committee on Rules in accordance with the Senate Rules.

### **Confidentiality**

Information regarding complaints should be limited to individuals who need to know in order to carry out the procedures in this policy. A complaint and related investigation will be kept as confidential as practicable; however, absolute confidentiality cannot be guaranteed as reporting to law enforcement, attorneys, the Commission on Ethics, or others responsible for taking action may be required.

Statutes address certain information that is either confidential and exempt or exempt from public records requirements in specific situations and for certain time periods (e.g., sections 119.071(2)(g), 119.071(2)(k)1., and 119.071(2)(n), Florida Statutes).

### **Reporting Encouraged**

The goal of the Senate is to provide a workplace free from harassment of any type. The Senate takes allegations of harassment seriously and will respond to such allegations promptly. Every individual is encouraged to report prohibited harassment so that inappropriate behavior can be addressed quickly and eliminated.

### **Supervisor Responsibility**

Each Senator or employee supervising other employees is responsible for making subordinates aware of the prohibited harassment policy and the means for reporting a complaint.

A copy of this policy will be provided to each new employee and each employee must acknowledge receipt of the policy.

All Senators and employees, especially those supervising others, are responsible for assuring the workplace is free from harassment.

Supervisors and Senators in receipt of a complaint, whether formal or informal, must

promptly communicate the complaint to the Human Resources Director.

**Retaliation**

The Senate does not tolerate retaliation against any individual for having complained of workplace harassment or for having assisted or participated in an investigation of alleged workplace harassment. Any individual who believes he or she may have been the subject of retaliation for having complained of workplace harassment or for having assisted or participated in an investigation related to an allegation of workplace harassment should report that information to any of the complaint contacts listed in this policy. Any individual found to have engaged in retaliation will be subject to discipline up to and including immediate termination or other appropriate action.

**False Complaints**

Complaints of workplace harassment found to be intentionally or recklessly dishonest or malicious will not be tolerated and shall be subject to discipline up to and including immediate termination or other appropriate action.

**Training**

**Employees**

Every employee shall receive a copy of this policy at the start of employment and shall return a signed acknowledgment prior to receiving access to Senate facilities or systems acknowledging the employee has read and understands the policy. Employees are encouraged to ask questions of their immediate supervisors if they do not understand the policy. Every employee shall receive a minimum of one (1) hour of training annually through online, classroom, or other appropriate training methods provided by the Senate on the topics of workplace harassment, sexual harassment, and sensitivity. Such training shall include verification through testing that the employee understands the concepts presented in the training and an opportunity for the employee to provide feedback.

Except as provided in this paragraph, volunteers, interns, and other temporary or unpaid staff of the Senate are required to receive the same training and provide the same acknowledgment of this policy as paid employees of the Senate. When requesting a volunteer, intern, or other temporary or unpaid staff, a Senator or the Senate Administration Director may request in writing that such individual receive as an alternative to the training described above, a copy of the Senate Workplace Harassment policy appropriate for the individual along with instructions on reporting any inappropriate behavior. For individuals who are minors, such as pages, the information shall be provided to the parent or guardian of the individual.

**Supervisors and Complaint Contacts**

Supervisors and complaint contacts shall receive additional training beyond the employee training to include instruction on handling workplace and sexual harassment complaints.

**Senators**

The annual training required of Senators pursuant to Senate Rule 1.40 shall include at least one (1) hour addressing workplace harassment, sexual harassment, undue influence,

and sensitivity training. Senators shall acknowledge receipt of the training.

**Lobbyists**

Prior to lobbying in the Senate, every lobbyist shall receive a copy of this policy at the time of registration and shall sign an acknowledgment prior to completing registration that the lobbyist has read and understands the policy. The notification shall include current contact information for the complaint contacts listed in this policy available to lobbyists for making a complaint.

**Third Parties**

The Senate Workplace Harassment policy and a list of complaint contacts shall be available on the Senate website under a separate link for the general public to access.

**Recordkeeping**

The Human Resources Director is the official recordkeeper for all records related to reports, notifications, complaints, and investigations under this workplace harassment policy.

**Annual Review**

The Senate commitment to providing a safe, professional environment free of workplace harassment requires continuous improvement and constant engagement at all levels. To achieve the Senate goal, this policy, and the procedures, notifications, and training provided pursuant to it, shall be reviewed at least annually and updated as necessary.