

CLIENT ENGAGEMENT AGREEMENT

SANDS ANDERSON PC, (“Sands Anderson”) proposes to furnish government relations/lobbying services to the VIRGINIA ASSOCIATION OF HEALTH UNDERWRITERS (the “CLIENT”) on the following terms and conditions:

1. **Government Relations/Lobbying Services.** Sands Anderson agrees to register as lobbyist for Client as required by Virginia law, and to undertake the following activities for Client:
 - a. **General Legislation Monitoring and Tracking During General Assembly Session** – for all bills that might affect Client’s interests, Sands Anderson will:
 - i. track, monitor and advise Client on the proposed legislation;
 - ii. keep Client advised of the status of bills in which Client is interested;
 - iii. provide Client copies of monitored legislation and amendments of particular interest to Client;
 - iv. provide general information regarding the Session;
 - v. participate in regular conference calls during the Session with Client’s Legislative Management Team.
 - b. **Specific Legislation** – for no more than two (2) specific bills per Session that the Client wants amended, defeated, or supported, Sands Anderson will:
 - i. transmit to legislators information provided by Client as to the effects of proposed legislation on Client’s business;
 - ii. meet with and provide information to other state officials whose departments are interested in or affected by proposed bills;
 - iii. provide information to the Governor and his staff relative to Client’s interest and Client’s position, as necessary;
 - iv. act as Client’s liaison with governmental entities and legislators working towards the passage or deferment of legislation;
 - v. assist in writing amendments on behalf of Client to submit to legislators;
 - vi. inform members of Client’s Legislative Management Team of issues necessary for their involvement with the legislative process.
 - c. **Specific Passage of Legislation** – If the Client desires Sands Anderson to assist with the drafting and passage of specific legislation, the parties agree to negotiate a separate fixed fee per requested legislation.

- d. Day On The Hill – As requested by Client, and with cooperation and assistance of Client, Sands Anderson will host an annual “Day-On-The-Hill” event where Client’s members can observe committee meetings, and visit respective Delegates and Senators.
- e. After Session Services – if requested, Sands Anderson agrees to attend the Client’s annual meeting, at Client’s expense (hotel, food & travel), and prepare and present a report on the previous General Assembly activities, or other appropriate subject. Sands Anderson will also continue to monitor and periodically report to Client, and assist Client on issues that may impact Client following the end of the Session each year. Sands Anderson will also prepare a short write up or column for Client’s newsletter upon request. If Client desires Sands Anderson to become actively involved in issues after the end of the Session, at, for example, special Sessions, or meetings of Committees or special commissions, the parties agree to discuss Sands Anderson’s involvement, and Sands Anderson reserves the right to require additional fees, at a negotiated rate, if the involvement of Sands Anderson in the post-Session issue will require substantial additional time by Sands Anderson to adequately represent Client’s interest. If requested, Sands Anderson will also attend up to two (2) Board meetings in Richmond, or outside of Richmond via a conference call-in.

2. Term of Agreement. This Agreement and the fees and costs quoted herein shall be for one year, beginning January 1, 2020, and terminating December 31, 2020.

3. Fees and Costs. In consideration of the services rendered as stated herein, Client will pay \$9,800.00 by December 15, 2019, for the 2020 Session and calendar year, plus the annual lobbyist registration fee of \$100.00 for one registered lobbyist, for a total of \$9,900.00.

4. Non-Exclusive Agreement – This Agreement is a non-exclusive as to each party, *i.e.*, Sands Anderson is free to accept other Government Relations/Lobbying clients, and Client is free to hire other lobbyists, in each case on such terms and conditions as they deem fit and proper. Client hereby acknowledges that Sands Anderson does have other Government Relations lobbying clients; in the even a conflict develops because two clients adopt conflicting positions on the same legislation, Sands Anderson will immediately advise Client of same, and withdraw from direct representation on that particular bill. This will not require Sands Anderson to withdraw from performance of other duties of Clients, or such other clients.

5. No Guarantee of Results. Sands Anderson agrees to use its best efforts to represent the Client competently and efficiently in this matter; however, Sands Anderson makes no representation or assurance regarding the result or outcome. By signing this Agreement, the Client acknowledges that no promise or guarantee has been made to the Client regarding such results or outcome.

6. Acceptance. If the Client wishes to retain Sands Anderson to represent the Client’s interests on the terms set forth in this Agreement, please so indicate by signing in the space provided below, and returning one copy of this Agreement to Sands Anderson. This

Agreement, when signed by the Client, will be the complete agreement between Sands Anderson and the Client and is enforceable in a court of law.

The undersigned, referred to in this Agreement as the Client, wishes to retain the services of SANDS ANDERSON PC on the terms and conditions outlined and set forth in this Client Engagement Agreement and hereby agrees (jointly and severally, if more than one) to such terms and conditions.

The Firm:

SANDS ANDERSON PC

By: 

Printed Name: William A. Gray

Title: Principal

Date: 10/20/19

The Client:

VIRGINIA ASSOCIATION OF HEALTH UNDERWRITERS

By: 

Printed Name: Ashley S. Corn

Title: President

Date: 9-20-19