

AGREEMENT

For the provision of **Resource Development Consultation Services**
by and between

Aspire Health Partners, Inc.

{F/K/A

Lakeside Behavioral Health Care, Inc.; The Center for Drug-Free Living, Inc.; Seminole
Behavioral Healthcare, Inc.)
(hereinafter referred to as the "Client")

and

A. Stephen Hill & Associates

1377 Lloyd's Cove road

Tallahassee, FL 32312

(hereinafter referred to as "Consultant")

#####

This agreement is entered into this 19th day of December, 2016 by and between
the **Client** and the **Consultant** to establish a contract for the provision of **Resource
Development Consultation Services** by the **Consultant** for the benefit of the **Client**.

ARTICLE I

TERM, RENEWAL AND TERMINATION

1. The term of this agreement shall be begin December 19, 2016 and shall continue until terminated with a 30-day notification, with or without cause, by either the Client of the Consultant.

ARTICLE II

ASSIGNMENT

1. This Agreement shall not be assigned by either party without the prior written consent of the other party.

**ARTICLE III
NONDISCRIMINATION**

1. In the performance of this Agreement, there shall be no discrimination because of race, color, sex, sexual orientation, religion, ethnic background, creed, age, ancestry, disability or natural origin against any person by the Client or the Consultant.

**ARTICLE IV
CONSULTATION DUTIES**

In order to improve the Client's financial position by increasing both public and private revenues, the Consultant shall perform the following services:

1. Provide advice and recommend strategies/information needed to effectively promote the mission, goals and objectives of the Client.
2. Assist in identifying both public and private resources for the funding and/or financing agency services provided by the Client.
3. Advocate on behalf of the Client to obtain state appropriations to create and/or expand existing programs and services provided by the Client throughout the period of this Agreement. These activities include working with the appropriate state agencies; the Governor's Office of Planning and budget (OPB); and the Florida Legislature.
4. Identify appropriate meetings or events that the Client's CEO or his designee, and/or the Consultant, should attend.

ARTICLE V
RENUMERATION FOR SERVICES

1. In consideration for services performed, the Client shall compensate the Consultant as follows:
 - A. The Consultant shall be compensated Seventy-Five Thousand dollars (\$75,000) per year, at the rate of \$6,250 per month, for services rendered during the duration of this agreement beginning December 19, 2016. Monthly compensation will be sent by automatic retainer (no bill will be mailed) to Consultant before the end of each billable month.
 - B. Pre-approved travel and or other expenses incurred by the Consultant on behalf of the Client will be reimbursed by the Client.
 - C. All compensation made by the Client to the Consultant will be provided from non-state monies.

ARTICLE VI
ADMINISTRATIVE ISSUES

1. The Consultant shall report/respond to the Client through the Client's CEO and/or designee.
2. The Consultant shall comply with all statutes, laws, ordinances, policies, rules and regulations promulgated by or pertaining to the Client.
3. The consultant is and independent contractor and shall not be eligible for regular employee benefits. Notwithstanding anything in this Agreement or otherwise to the contrary, the Consultant shall not be construed to be an agent, employee, partner, or joint venture with the Client.
4. The Consultant must maintain current registrations, certifications, and/or licenses or other such qualifications or credentials, if any, that are legally required in order for the Consultant to fulfill the obligations of this Agreement as specified in ARTICLE IV.

5. All materials and properties either furnished by the Client or developed under this Agreement shall be the property of the Client and shall be returned to the Client upon termination of this Agreement.
6. Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original Agreement.
7. This Agreement shall be interpreted under, and governed by, the laws of the State of Florida. If any provision hereof, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder hereof and the application of any provision to any person or circumstances shall remain valid and enforceable.
8. This Agreement contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding Resource Development Consultation Services shall be deemed to exist or to bind and of the parties hereto.

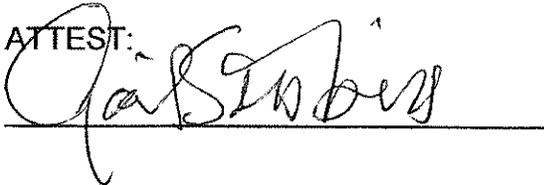
IN WITNESS WHEREOF, the parties execute this Agreement this 19th day of December 2016.

ATTEST:



President/CEO
Aspire Health Partners, Inc.

ATTEST:



Owner
A. Stephen Hill & Associates