



November 15, 2018

Mr. Don Henderson
President and CEO
Central Florida Health
600 East Dixie Avenue
Leesburg, FL 34748

Re: Lobbyist/Consultant Agreement

Dear Mr. Henderson:

Capital City Consulting, LLC, (hereinafter "CCC") welcomes the opportunity to represent Central Florida Health (hereinafter "CFH"), and its subsidiaries, Leesburg Regional Medical Center Inc. and The Villages Tri County Medical Center, Inc. d/b/a The Villages Regional Hospital as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to CFH.

SCOPE OF SERVICES. CCC agrees to represent CFH during legislative sessions and committee weeks to monitor all actions of the legislative and executive branches that could impact CFH's presence in Florida. In addition, CCC agrees to lobby on behalf of CFH on issues such as: the Medicaid program, Low Income Pool program, intergovernmental transfers, Certificate of Need program, and ambulatory surgical centers. This service includes lobbying all levels of Florida government at the direction of CFH.

TERM. The term of this relationship shall begin on January 1, 2019, and continue until cancelled with 30 days advanced written notice by either party.

FEES. CCC will provide the above referenced professional services for an annual fee of \$120,000 payable in monthly payments of \$10,000. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, meals with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of CFH as confidential and will not disclose or divulge same unless otherwise directed or authorized by CFH or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of CFH. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, independent contractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, independent contractors or agents to hold themselves out, nor claim to be officers or employees of CFH.

ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of CFH under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 20% toward executive branch lobbying efforts and 80% toward legislative.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients. However, in the event that a conflict does occur with a future client, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any client represented prior to CFH's initial retention of CCC.

MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement. Although five members of our firm, including myself, are Florida licensed attorneys, this representation is not for legal services.

Nick Iarossi, Chris Schoonover, and Andrew Ketchel will have primary responsibility for this engagement, but all firm members will be accessible as needed.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,



Nick Iarossi

I agree with the terms of this letter contract on behalf of Central Florida Health.

Signed on this 21st day of November 2018.



Signature

PRESIDENT & CEO

Title