

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Lee Memorial Health System

And

Capitol Access

This Professional Services Agreement is made and entered into this 4th day of AUGUST 2015, by and between Lee Memorial Health System of Fort Myers, Florida, a special district created by Special Act of the Florida legislature (hereinafter referred to as "LMHS" or "Client(s)"), and Capitol Access a d/b/a of Capitol Energy Florida Services, LLC with offices at 310 W. College Avenue, Tallahassee, FL (hereinafter referred to as "Capitol Access" or "CA" or "Contractor").

Background:

LMHS is the largest public health system in the state of Florida receiving no direct tax support yet serving as a significant safety net organization between Tampa and Miami, providing complex programs and services that are expensive and often unprofitable, yet vital to residents and others seeking its services. LMHS provides health services through its four acute care hospitals and over 1 million patient contacts each year.

Formerly known as Hospital Board of Directors of Lee County with origins dating back to 1916, LMHS was officially created by special act of the Florida Legislature in 1963. LMHS is governed by a Board of Directors consisting of ten (10) members who are elected on a nonpartisan basis by a vote of the electorate of Lee County at large.

The demographics of the LMHS region present financial challenges. Only 20% of its hospitalized patients are covered by commercial insurance and 70% are insured through Medicare or Medicaid while 10% are uninsured or underinsured. LMHS has been facing declining reimbursements from state and federal government. As healthcare policy becomes more unstable at the state and federal level, LMHS must continuously adapt its governmental affairs strategies including supplementing its team of advocates.

Capitol Access (Contractor) is a full service firm providing government affairs, lobbying and consulting Services in Florida. CA enjoys strong relationships with the key legislative officials instrumental to the interests of LMHS. Jerry Paul, President of CA, is an engineer, attorney, former elected member of the Florida Legislature and former Presidential-Appointed, U.S. Senate-Confirmed federal official. He has extensive experience as an attorney and legislator in the Southwest Florida area where he represented a constituency comprised of an exceptionally high percentage of senior citizens and those in need of quality community health care services. All of CA's lobbyists have extensive experience with Florida government, governmental affairs, policymaking, and communications.

Goals:

LMHS's goals are to continue to build its reputation as Florida's premier community care health system and position itself among Florida's key officials as an entity whose interests will be considered prominently as Florida's contemporary health care policy is re-shaped.

Agreement:

LMHS and CA now enter into this Agreement:

1. **Contractor's Responsibilities.** During the term of this Agreement, Contractor shall provide the following services in collaboration and coordination with any and all other lobbyists representing LMHS:
 - A. Facilitate expanded outreach, communications and relationships with State officials instrumental to the interests of LMHS including but not limited to State Legislative Delegation members and their staff personnel; Chairs and members of key committees along with their staff personnel; and Executive branch officials and their staff personnel;
 - B. Assist with the coordination of introductions and meetings by LMHS leaders with key officials in Tallahassee;
 - C. Assist with preparation of materials and presentations through which LMHS can more fully promote a clear understanding of its interests and its proposed policy initiatives for consideration by key State officials;
 - D. Develop strategies to position LMHS as Florida's premier public, safety-net health care system;
 - E. Monitor and track all legislation and amendments filed or otherwise considered in Florida that could affect the interests of LMHS.
 - F. As directed by the Client,
 - a. CA will apply appropriate advocacy for or against such legislation; and
 - b. Represent the interests of LMHS in matters related to State legislation and regulation before the Florida Legislative and Executive Branches including elected, appointed and staff officials.
2. **LMHS's Responsibilities.** For the purposes described in this Agreement, LMHS shall pay Contractor for Services rendered in the form of a monthly fee retainer in the amount of five thousand (\$5,000.00) per month beginning August 1, 2015 through the term of this Agreement. Payment for the first month of this contract shall be tendered upon execution thereof. Contractor shall be reimbursed for reasonable out-of-pocket expenses that are approved by and incurred on behalf of LMHS.

3. **Standards for Services.** Contractor agrees to provide all Services in a competent, professional manner, and in full compliance with all applicable laws, rules, regulations, and in accordance with all professional and industry standards applicable.
4. **Term and Termination.** The initial term of this Agreement shall be August 1, 2015 through July 31, 2016. This agreement will renewed automatically for successive twelve (12) month terms unless either party otherwise objects. Either party may cancel this agreement upon thirty (30) days written notice.
5. **Assignment.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of LMHS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.
6. **Modification.** This Agreement may only be modified by a written amendment hereto, executed by both parties.
7. **Confidential Relationship.** All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than LMHS without LMHS' permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify LMHS in writing immediately, and shall cooperate with LMHS in responding to such request Contractor shall return all Confidential Information in its possession to LMHS upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to LMHS upon request.
8. **Conflicts of Interest.** Contractor is sensitive to the concerns of clients, including LMHS, regarding potential or actual conflicts of interest. Contractor warrants that neither it nor its lobbyists are under any obligation to any person or entity that would create any conflict of interest, or in any way conflicts with its obligations to LMHS under this Agreement. In the event Contractor or LMHS identify a potential or actual conflict that is otherwise irreconcilable between the Contractor and LMHS, Contractor shall withdraw from providing services to both LMHS and the other client to the extent required to resolve the conflict satisfactorily to LMHS. The Agreement will terminate immediately upon the withdrawal of such services pursuant to this Section 8.
9. **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to LMHS being that of independent contractor. LMHS will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.

10. **Indemnification.** Contractor shall indemnify, defend and hold harmless LMHS from and against any and all claims, demands, actions, losses, costs, damages and expenses arising from or out of any willful acts of Contractor.
11. **Severability.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
12. **Survival.** Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.
13. **Notices and Contacts:**

Notices shall be provided to Capitol Energy, LLC d/b/a Capitol Access through direct mail at:

400 Capital Circle SE
Suite 18116
Tallahassee, FL 32301

Notices shall be provided to LMHS through direct mail at:

Heide MacLean, Assistant to CEO
Lee Memorial Health System
16451 HealthPark Commons Dr., Ste. 200
Fort Myers, FL 33908

Billing online shall be directed to LMHS via email to the following authorized accounting representative at the following email address:

LMHS Authorized Billing Account Representative: Heide MacLean

Email address of LMHS Authorized Billing Account Representative:

heide.maclea@leememorial.org

14. **Additional Provisions.** This Agreement shall be governed by the laws of the State of Florida. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed by Contractor and by LMHS as follows:

Lee Memorial Health System

By: James R. Nathan
James R. Nathan, President / CEO

Date: 8/4/15

*Capitol Energy Florida Services,
LLC d/b/a Capitol Access*

By: Jerry Paul
Jerry Paul, President

Date: July 31, 2015