



L. DAVID de la PARTE, ESQ.  
EXECUTIVE VICE PRESIDENT/  
GENERAL COUNSEL

P 813-745-2706

F 813-745-4844

Mailstop: SRB-OGC

December 29, 2022

Mr. Ron Pierce  
RSA Consulting Group, LLC  
235 W. Brandon Avenue, Suite 640  
Brandon, FL 32301

Dear Ron:

This letter serves as the Government Relations Agreement (“Agreement”) between RSA Consulting Group, LLC (“RSA”) and the H. Lee Moffitt Cancer Center and Research Institute Hospital, Inc. (the “Hospital”), effective January 1, 2023 through December 31, 2023, for the government relations lobbying services set forth below. Hospital and RSA are referred herein collectively as the “Parties” and individually as a “Party.”

The Hospital shall pay RSA a flat fee of \$25,000.00 in twelve (12) installments, payable as follows:

- \$2,083.33 payable on January 15, 2023;
- \$2,083.33 payable on February 15, 2023;
- \$2,083.33 payable on March 15, 2023;
- \$2,083.33 payable on April 15, 2023;
- \$2,083.33 payable on May 15, 2023;
- \$2,083.33 payable on June 15, 2023;
- \$2,083.33 payable on July 15, 2023;
- \$2,083.33 payable on August 15, 2023;
- \$2,083.33 payable on September 15, 2023;
- \$2,083.33 payable on October 15, 2023;
- \$2,083.33 payable on November 15, 2023; and
- \$2,083.37 payable on December 15, 2023.

The Hospital may terminate this Agreement at any time for any or no reason upon written notice to RSA. RSA may terminate this Agreement for any or no reason upon thirty (30) days written notice to Hospital. In the event this Agreement is terminated for any reason whatsoever, Hospital shall pay RSA only for pro-rata fees and expenses that are permissible under this Agreement and incurred prior to the effective date of such termination. If the amount Hospital has previously paid to RSA exceeds the amount that is actually earned through the termination date, RSA shall reimburse the balance to Hospital within sixty (60) days from the effective date of such termination. Notwithstanding anything herein to the contrary, the Parties shall have the right to mutually terminate this Agreement on such terms as may be agreed upon.

Mr. Ron Pierce  
December 29, 2022  
Page 2 of 3



This Agreement also confirms that all reasonable, out-of-pocket expenses incurred by RSA on behalf of the Hospital shall be reimbursed by the Hospital, subject to the presentation of appropriate documentation supporting such out-of-pocket expenses. Out-of-pocket expenses anticipated to exceed \$500.00 per month, however, must receive prior approval of the Hospital.

In consideration of the above fee, RSA shall provide the following services:

- Advice and consultation in support of the 2023 Legislative Agenda of the H. Lee Moffitt Cancer Center and Research Institute, Inc. and its subsidiaries (collectively the “Center”);
- Lobbying services before the Legislative and Executive Branch;
- Regularly scheduled meetings with The Honorable H. Lee Moffitt, Jamie Wilson, and Ellen Anderson;
- Meetings to consult with other officers, employees, and Board members of the Center when reasonably requested; and
- Compliance with registration and compensation reporting as lobbyist for the Center with the Executive 112.321, Florida Statutes, and all other applicable legal requirements.

This Agreement requires that, as part of the consideration for the above-referenced fee, RSA shall not undertake representing any other clients on matters that may conflict with the Center’s interests or with regard to the provision of services under this Agreement.

Further, RSA hereby agrees not to use any Confidential Information, as defined herein, received from the Center except in furtherance of RSA’s services to the Center under this Agreement. RSA shall use its best efforts to safeguard Confidential Information against disclosure to others and not to disclose Confidential Information to others without the express written permission of the Center. RSA shall not be prevented from disclosing Confidential Information for which the Center has given RSA express written approval for release or to the extent required by law, rule, regulation, or bona fide legal process, provided that RSA takes all reasonable steps to restrict and maintain the confidentiality of such disclosure and provides prior written notice to the Center.

For purposes of this Agreement, “Confidential Information” means any and all information provided by or which will be provided or disclosed (whether or not purposely) by the Center to RSA, including, without limitation, trade secrets, strategic and financial information, organization information, and scientific information, in any form or format, including, without limitation, written or other tangible medium, graphic, oral, visual, digital, electronic and/or machine readable or other non-tangible medium; and all internal materials, data, results, reports and documents generated by or on behalf of RSA containing or regarding any of the foregoing. The Center’s Confidential Information may further include the Confidential Information of its affiliates and business partners. Confidential Information does not include any portion of such information that is shown by competent evidence:

- (a) was known to RSA, as evidenced by RSA’s contemporaneous written or electronic records, before receipt thereof under this Agreement;
- (b) is disclosed to RSA by a third person who has a right to make such disclosure; or
- (c) is or becomes generally known to the public through no fault of RSA.

Mr. Ron Pierce  
December 29, 2022  
Page 3 of 3



It is hereby acknowledged that no State of Florida appropriated funds directed to the Center will be used to pay for any of the lobbying services or associated expenses under this Agreement.

Please note that it is RSA's responsibility to comply with applicable lobbyist registration and compensation reporting requirements for any lobbying services RSA performs for the Center. RSA shall forward a copy of their executed lobbyist registration papers and compensation reports to:

Jamie Wilson  
Vice President, Government Relations  
H. Lee Moffitt Cancer Center and Research Institute, Inc.  
12902 Magnolia Drive, MBC-GR  
Tampa, FL 33612-9416

RSA shall also notify the Vice President, Government Relations of any inquiries or questions concerning RSA's lobbyist registrations and compensation reports.

Please indicate your acceptance of the above and foregoing by signing, dating, and returning one (1) original of this letter of Agreement to the attention of Mr. Jamie Wilson at the address above.

Sincerely,

DocuSigned by:  
*David De La Parte*  
850D9286499043A...

L. David de la Parte, Esq.  
Executive Vice President/General Counsel

ACCEPTED and AGREED to this 29 day of December 2022.

Signature \_\_\_\_\_  
DocuSigned by:  
*Ron Pierce*  
A82EFCF45BFB4F8...  
Ron Pierce

cc: Jamie Wilson, DBA  
Ellen Anderson

**Certificate Of Completion**

Envelope Id: D567E2D1EBA34A04B8DD230E06047C4A	Status: Completed
Subject: FOR SIGNATURE: Government Relations Agreement- Moffitt / RSA Consulting Group, LLC - WF0ed02	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Contracts Management Team
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	12902 Magnolia Drive
	Tampa, FL 33612
	contracts@moffitt.org
	IP Address: 13.58.16.249


**Record Tracking**

Status: Original	Holder: Contracts Management Team	Location: DocuSign
12/29/2022 7:32:17 AM	contracts@moffitt.org	

**Signer Events**

Ron Pierce  
 ron@rsaconsultingllc.com  
 President and CEO - Ron Pierce  
 RSA Consulting Group  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
A82EFCF45BF84F8...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 3.17.142.230

**Timestamp**

Sent: 12/29/2022 7:34:45 AM  
 Viewed: 12/29/2022 7:38:58 AM  
 Signed: 12/29/2022 7:39:35 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/29/2022 7:38:58 AM  
 ID: 66f87342-6057-417b-836a-5212e8729c0d

David De La Parte  
 david.delaparte@moffitt.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
850D9286499043A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 206.81.166.225

Sent: 12/29/2022 7:39:37 AM  
 Resent: 1/5/2023 1:56:51 PM  
 Viewed: 1/10/2023 2:26:40 PM  
 Signed: 1/10/2023 2:26:54 PM

**Electronic Record and Signature Disclosure:**  
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 ID: 5455b1f4-3e55-47d2-b986-93ccbb237888

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Alexis Fowler  
 Alexis.Fowler@moffitt.org  
 Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Brittany Handy  
Brittany.Handy@moffitt.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Contracts Management Team  
contracts@moffitt.org  
H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Medtract  
Security Level: Email, Account Authentication (None)  
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Sent: 12/29/2022 7:34:44 AM  
Resent: 1/10/2023 2:26:59 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/10/2023 2:26:40 PM
Signing Complete	Security Checked	1/10/2023 2:26:54 PM
Completed	Security Checked	1/10/2023 2:26:54 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Medtract (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Meditract:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@moffitt.org](mailto:contracts@moffitt.org)

**To advise H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Meditract of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@moffitt.org](mailto:contracts@moffitt.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Meditract**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@moffitt.org](mailto:contracts@moffitt.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Meditract**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@moffitt.org](mailto:contracts@moffitt.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Medtract as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Medtract during the course of your relationship with H. Lee Moffitt Cancer Center & Research Institute Hospital, Inc. - Medtract.