

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made by and between South Florida Community Care Network, LLC d/b/a Community Care Plan, a Florida limited liability company with its principal place of business at 1643 Harrison Parkway, Suite H200, Sunrise, Florida 33323 (“CCP”) and Capital City Consulting, LLC, a Florida limited liability company, with its principal place of business at 101 East College Avenue, Suite 502, Tallahassee, Florida 32301 (the “Consultant”). CCP and Consultant may be referred to individually as “Party” or collectively as “the Parties.”

CCP wishes to enter into a consulting relationship with the Consultant on the terms and conditions set forth in this Agreement and Consultant is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, CCP and the Consultant agree as follows:

1. Engagement

CCP engages Consultant for the purposes stated in this Agreement and Consultant accepts this engagement during the time that Consultant is performing services for CCP under this Agreement, and for all purposes outlined in this document and in the terms of any exhibit attached hereto which are incorporated under the terms of this Agreement.

2. Independent Contractor

Consultant’s status will be that of an independent contractor of CCP.

3. Services

Consultant will provide consulting and lobbying services to CCP before the Florida legislative branch and executive branch that may affect CCP’s presence in Florida. Consultant estimates that twenty-five percent (25%) of its time will be allocated to representing CCP’s interests before the executive branch and seventy-five percent (75%) of its times will be allocated to representing CCP’s interests before the legislative branch.

Nick Iarossi and Chris Schoonover will have primary responsibility for this engagement, but all firm members will be accessible as needed. Consultant will perform other services as CCP and Consultant mutually agree in writing.

4. Compensation

Subject to any changes as may be mutually agreed by the parties in writing, Consultant will receive a fee of \$4,000.00 per month for its professional services under this Agreement. All other expenses shall be subject to review and approval by CCP, and shall comply with all



applicable provisions of Florida Statutes and rules of the Florida House of Representatives, the Florida Senate, and executive branch agencies.

Consultant shall submit invoices monthly to CCP for services provided and CCP shall remit payment for the same within thirty (30) days of submission of such invoice.

5. Subcontractors

Consultant may cause another person or entity, as a subcontractor of Consultant, to provide some of the services required to be performed by Consultant hereunder; provided, that Consultant shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Consultant's obligations under this Agreement). Consultant shall seek prior written approval from CCP for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

6. Conflict of Interest

Consultant's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of CCP. Consultant will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with CCP's best interests. As of the date of this agreement Consultant represents Aetna, Cigna, and the Florida Association of Health Plans. CCP recognizes and agrees that, in the event that a conflict of interests arises in a matter involving CCP and these clients Consultant will disclose the conflict to the affected clients as soon as practicable and will attempt to resolve the conflict to the satisfaction of both clients. If a resolution agreeable to both parties is not achievable, CCP agrees that Consultant may continue to represent the client. Notwithstanding any other provision of this agreement, Consultant agrees to not represent another Statewide Medicaid Managed Care Plan in Region 10 without prior written authorization from CCP.

7. Confidentiality

(a) Information. Consultant recognizes that certain confidential information may be furnish by CCP to Consultant in connection with its services pursuant to this Agreement ("Confidential Information"). Consultant agrees that it will disclose Confidential Information only to those who in Consultant's reasonable determination have a need to know such information. Confidential Information will not include information that (i) is in the possession of Consultant prior to its receipt of such information from CCP, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Consultant, or (iii) is or can be independently acquired or developed by Consultant without violating any of its obligations under this Agreement. However, disclosure by Consultant of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) The Parties acknowledge CCP is subject to the public records provisions of Chapter 119, Florida Statutes. The Parties agree that any provision in this Agreement that is in conflict with the public records disclosure requirements of Chapter 119, Florida Statutes, will be held null and void in order to allow CCP to comply with its statutory disclosure requirements.

Pursuant to Section 119.0701, Florida Statutes, to the extent Consultant is acting on behalf of CCP, Consultant shall:

- i. Keep and maintain public records required by CCP in order to perform the service.
- ii. Upon request from CCP's custodian of public records, provide CCP with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to CCP.
- iv. Upon completion of the Agreement, transfer, at no cost, to CCP all public records in possession of Consultant or keep and maintain public records required by CCP to perform the service. If Consultant transfers all public records to CCP upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CCP, upon request from CCP's custodian of public records, in a format that is compatible with the information technology systems of CCP.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (954) 622-3234
E-MAIL: esade@ccpcares.org
ADDRESS: 1643 Harrison Parkway, Suite H-200
Sunrise, Florida 33323

If Consultant fails to provide the public records to CCP within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

(c) HIPAA Privacy. Consultant and CCP will each comply with any prohibitions, restrictions, limitations, conditions or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, CCP and Consultant will enter into a separate Business Associate Agreement.

(d) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property, of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the party’s prior consent.

8. Indemnification Rights and Limitation of Liability

(a) Indemnification. Consultant will promptly defend, indemnify and hold CCP harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which CCP may incur as a result of any violation by Consultant of any law, or any loss or expense to CCP caused by the misrepresentation, negligent act or omission, or any breach of any of Consultant’s obligations under this Agreement.

9. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, electronic mail, registered or certified mail, postage prepaid, addressed as follows:

If to CCP: South Florida Community Care Network, LLC
Attention: John A. Benz
1643 Harrison Parkway
Suite H200
Sunrise, Florida 33323

With a copy to: D. Ty Jackson.
GrayRobinson, P.A.
Post Office Box 11889 (32302-3189)
301 S. Bronough Street, Suite 600
Tallahassee, Florida 32301
Email: ty.jackson@gray-robinson.com



If to Consultant: Nick Iarossi
Capital City Consulting, LLC
101 E. College Avenue, Suite 502
Tallahassee, Florida 32301

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

10. Term and Termination

The Effective Date of this Agreement is October 1, 2017. The term of Consultant's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect through September 30, 2018. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, CCP shall be responsible to Consultant for any services performed prior to the date of termination and Consultant shall be responsible to CCP to continue to provide services until the date of termination of this Agreement.

11. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Conflict with Exhibits. In the event of any conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

(d) Governing Law; Rule of Construction. This Agreement and the rights and duties of the parties arising out of or related to the Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action arising out of or related to the Agreement, whether at law or in equity, shall be commenced and maintained and venue shall properly be in the Circuit Court in and for Broward County, Florida.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.



(f) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(g) No Remuneration. Consultant shall not receive any remuneration, commission or fees relating to the purchase of any products it may recommend to CCP.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

**SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC
d/b/a COMMUNITY CARE PLAN**

By: 
Name: John A. Benz
Title: President and Chief Executive Officer

Date: 10/10/17

CAPITAL CITY CONSULTING, LLC

By: 
Name: Nick Larossi
Title: Member

Date: October 6, 2017



**AMENDMENT NO. 1 TO THE CONSULTING AGREEMENT BETWEEN
SOUTH FLORIDA COMMUNITY CARE NETWORK d/b/a COMMUNITY CARE
PLAN and CAPITAL CITY CONSULTING**

This Amendment No. 1 amends the Consulting Agreement (the “Agreement”), effective October 1, 2018 (the “Agreement”), between South Florida Community Care Network, LLC d/b/a Community Care Plan (“CCP”), a Florida limited liability company with its principal place of business at 1643 Harrison Parkway, Suite H-200, Sunrise, Florida 33323 and Capital City Consulting, LLC (“Capital City Consulting” or “Consultant”), a Florida limited liability company, with its principal place of business at 101 East College Avenue, Suite 502, Tallahassee, Florida 32301. CCP and Capital City Consulting may be referred to individually as a “Party” or collectively as “the Parties.”

Background

The Parties entered into the Agreement pursuant to which CCP engaged Capital City Consulting to render consulting and lobbying services to CCP.

The Parties have agreed to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Section 10, Term and Termination, is amended to revise the term of Capital City Consulting’s engagement under the agreement to remain in effect through September 30, 2019.

SECTION 2. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control.

SECTION 3. The Parties agree that the terms and conditions of this Amendment (including, without limitation, its existence and any information or offers disclosed in the negotiations leading to this Amendment) are confidential and will not be disclosed by any Party to any non-Party without the written approval of the other Party, except as may be required by law (in which event the disclosing Party will give prompt notice to the other Party upon receipt of a document legally compelling such disclosure).

SECTION 4. If any provision of this Amendment is deemed to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts will not be affected.

SECTION 5. Each Party agrees to do any and all acts or things reasonably necessary in connection with the performance of its obligations under this Amendment.

SECTION 6. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. Each signatory below represents that it

has obtained all necessary authority to enter into this Amendment as a binding commitment on the Party on whose behalf the signatory signs.

SECTION 7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

SECTION 8. This Amendment contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Amendment. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Amendment, not expressly set forth in this Amendment are of no force or effect. Any amendment or modification of this Amendment must be in writing, and signed by duly authorized representatives of Capital City Consulting and CCP. Any amendment or modification not made in this manner shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date first written above.

SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC d/b/a COMMUNITY CARE PLAN

CAPITAL CITY CONSULTING, LLC



Signature of Authorized Signatory



Signature of Authorized Signatory

Print Name: Jessica Lerner
Title: President & Chief Executive Officer

Print Name: Nick Iarossi
Title: Member

Date: _____

Date: November 13, 2018

