



**Florida Healthy Kids Corporation
Memorandum of Agreement**

This Memorandum of Agreement (“Agreement”) is entered into this ____ day of July 2019 between **Florida Healthy Kids Corporation (“FHKC”)** and **Capital City Consulting, LLC (“Vendor”)** (collectively, the “Parties”) for the provision of certain government consulting and lobbying services.

I. Agreement Term

This Agreement shall be, upon execution by both Parties, retroactively effective as of July 1, 2019 until June 30, 2020, unless otherwise extended by the mutual written agreement of the Parties. Except as provided for in Section IV.H of this Agreement, this Agreement may be terminated upon thirty (30) days written notice by either Party.

II. Scope of Services

Vendor agrees to provide all of the following services:

- Provide consulting and lobbying services for the legislative session and committee weeks at FHKC's direction.
- Monitor and report on actions of the legislative and executive branches that could impact FHKC.
- Provide strategic advice on lobbying, identifying key decision-makers, and navigating complex political landscapes.
- Assist FHKC with political branding initiatives and educational outreach with both political leaders and legislative and executive branch staff.
- Assist with public relations messaging.
- Attend and make oral presentations to the FHKC Board of Directors upon the request of FHKC.

III. Payment

- A. FHKC agrees to pay Vendor \$5,000 per month for the performance of government consulting and lobbying services under this Agreement. Vendor shall provide to FHKC on a monthly basis a detailed outline of such services performed by Vendor during the previous month.
- B. Vendor may be entitled to receive, in addition to payment agreed upon in Section III.A above, reimbursement from FHKC for per diem and travel expenses as provided for in Section 112.061, Florida Statutes. Any per diem and travel expenses for which reimbursement is sought under this statute must be approved in advance by an authorized officer or employee of FHKC before such expenses are incurred. FHKC may at their discretion arrange Vendor’s travel in order to ensure cost-effective travel arrangements.
- C. Vendor shall invoice FHKC for payment of such services with appropriate description and itemization of the work performed, along with corresponding dates and hours billed. FHKC will make payment to Vendor within thirty (30) calendar days of receiving an invoice from Vendor provided such billing is in accordance with the terms of this Agreement. If FHKC requests detail or clarification regarding an invoice, payment shall be made within thirty (30) calendar days of receipt of the detail or clarification.



D. Payment by FHKC under this Agreement shall be made to:

Capital City Consulting, LLC
101 East College Avenue, Suite
502 Tallahassee, Florida 32301
Cheryl@BrennanFS.com
850-222-9075

IV. Other Terms and Conditions

- A. Vendor agrees to maintain books, records and documents in accordance with generally acceptable accounting principles which sufficiently and properly reflect all expenditures of funds provided by FHKC under this Agreement.
- B. This Agreement may be amended by mutual written consent of the Parties at any time. This Agreement shall automatically be amended to the extent necessary from time to time to comply with state or federal laws or regulations or the requirements of FHKC’s contract with the Agency for Health Care Administration (“AHCA”) upon notice by FHKC to that effect. Any such amendments shall be attached to this original Agreement.
- C. Vendor confirms that to the best of its knowledge and belief, the responsibilities and duties assumed pursuant to this Agreement are not in conflict with any other interest to which Vendor is obligated or from which Vendor benefits. Further, Vendor agrees to inform FHKC immediately after becoming aware of any conflicts of interest which it may have with the interests of FHKC, as set forth in this Agreement and which may occur in the future.
- D. All notices regarding this Agreement shall be in writing and may be delivered by certified mail with return receipt requested, by facsimile with proof of receipt, by electronic mail with proof of receipt or in person with proof of delivery.

Notice required or permitted under this Agreement shall be directed as follows:

For FHKC:
Jeff Dykes, Interim Chief Executive
Officer
Florida Healthy Kids Corporation
1203 Governors Square Boulevard
Suite 400
Tallahassee, FL 32301
850-309-0092 (Fax)
dykesj@healthykids.org

For Vendor:
Nick Iarossi
Capital City Consulting, LLC
101 East College Avenue, Suite 502
Tallahassee, FL 32301
850-222-9073 (Fax)
nick@cccfla.com



E. Confidentiality and Public Records

1 Confidentiality

Vendor shall treat all information obtained through its performance under this Contract as confidential to the extent such information is protected under Florida and federal law. Vendor shall not use any information except as necessary for the proper discharge of its obligations under this Contract.

Vendor shall not use or disclose any protected health information, personally identifiable information, or other identified information obtained through its performance under this Contract, except as allowed under this Contract and Florida and federal laws, including HIPAA; Sections 624.91 and 409.821, Florida Statutes; and Chapter 119, Florida Statutes. Such information shall not be disclosed without the written consent of FHKC, the Applicant, or the Enrollee, except as otherwise required under Florida or federal law. Vendor shall execute a Business Associate Agreement, which is attached as Attachment C and incorporated herein by reference.

This subsection does not prohibit the disclosure of information in summary, statistical, or other de-identified forms.

The Parties agree to maintain the integrity of the other Party's confidential, trade secret, or proprietary information to the extent provided under the law and this Contract. Neither Party will disclose or allow others to disclose the other Party's confidential, trade secret, or proprietary information except as provided by law or this Contract.

2. Vendor as Agent

Records produced or used in relation to the performance of this Contract may be subject to Chapter 119, Florida Statutes. Vendor agrees to advise FHKC prior to the release of any information in response to a request for public records and, upon FHKC's request, provide FHKC with a copy of the requested records at no cost. All records stored electronically must be provided to FHKC in a format that is compatible with the FHKC's information technology systems.

Section 409.821, Florida Statutes, provides certain public records exemptions for Florida KidCare documents. If, under this Contract, Vendor is providing services and is acting on behalf of a public agency, as provided by Section 119.0701, Florida Statutes, Vendor shall:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c) 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 Contract term and following completion of the Contract if Vendor does not transfer the records to the public agency.
- d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public



agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE FHKC CONTACT IN SECTION E OF THIS AGREEMENT.

- F. The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal works. Vendor shall employ or contract only with individuals who may legally work in the United States.
- G. The continuation of this Agreement is contingent upon the satisfactory performance of the Vendor. If Vendor fails to make timely progress of work conducted under this Agreement, or fails to meet the deliverables described under Section II of this Agreement in the time and manner prescribed, FHKC reserves the right to terminate this Agreement, or any part herein, at its sole discretion. Such termination shall be effective at such time as is determined by FHKC. FHKC may allow in its sole discretion up to thirty (30) calendar days to allow Vendor to cure any performance deficiencies prior to termination.

FHKC further reserves the right to immediately terminate this Agreement by written notice to Vendor for breach of any provision of this Agreement by Vendor, for Vendor's failure to perform satisfactorily any requirement of this Agreement, or for any defaults in the performance of this Agreement, as determined in FHKC's sole discretion.

Waiver of the failure to perform satisfactorily or of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other failure to perform or breach, and shall not be construed to be a modification of the terms of this Agreement.

Further, FHKC may terminate the Agreement for convenience. FHKC shall send Vendor notice of termination and include a termination date of not less than thirty (30) calendar days from the date of notice.

- H. Vendor agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of FHKC under this Agreement. In accordance with Florida reporting obligations applicable to Vendor, Vendor must report the percentage of services and fees allocated to legislative and executive branch services. The Parties anticipate the services performed under this Agreement to be allocated approximately eighty percent (80%) towards legislative branch consulting services and twenty percent (20%) towards executive branch consulting services.



- I. Pursuant to section 20.055(5), Florida Statutes, Vendor and any of its subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement, to be executed by their undersigned officials as duly authorized.

Florida Healthy Kids Corporation

Signed: [Signature]
Name: Zeff Dykes
Title: Interim CEO/CFO
Date: 7-26-19

Capital City Consulting, LLC

Signed: [Signature]
Name: Nick Larossi
Title: Owner
Date: 7/25/19