



**Florida Healthy Kids Corporation
Memorandum of Agreement**

This Memorandum of Agreement (“Agreement”) is entered into this 11th day of July, 2018 between **Florida Healthy Kids Corporation** (“FHKC”), a Florida not-for-profit corporation pursuant to Chapter 617, *Florida Statutes*, and **Capital City Consulting, LLC** (“Vendor”), a Florida limited liability company, (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, 2018 (the “Effective Date”) and shall commence starting July 1, 2018 (the “Commencement Date”) for a period of one (1) year 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 to FHKC during the 2018-2019 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
toliver@capcityconsult.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 agrees that it shall not employ nor enter into any subcontract with any individual or entity that is debarred, suspended, or otherwise excluded from participation in federal or state health care programs, as evidenced by Attachment A, which shall hereby be incorporated by reference.
- D. 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.
- E. 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:
Rebecca Matthews, Chief Executive Officer
Florida Healthy Kids Corporation
661 East Jefferson Street, 2nd Floor
Tallahassee, FL 32301
850-224-0615 (Fax)
matthewsr@healthykids.org

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



- F. Vendor shall treat all information, particularly personal or identifying information obtained through its performance under this Agreement, as confidential information to the extent confidential treatment is provided under state and federal laws, including but not limited to (i) the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, including its Omnibus Rule ("HIPAA"), (ii) applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), (iii) their accompanying regulations, and (iv) Section 409.821, *Florida Statutes*, regarding the confidentiality of information held by FHKC and the Florida KidCare Program. Vendor shall not use any information obtained in any manner except as necessary for the proper discharge of its obligations under this Agreement. Such information shall not be divulged without written consent of FHKC. This provision does not prohibit the disclosure of information in summary, statistical or other form which does not identify particular individuals.

Vendor and FHKC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. Neither Party will disclose or allow others to disclose proprietary information as determined by law by any means to any person without prior written approval of the other Party.

Vendor understands that FHKC may be subject to the Florida Public Records Act, Section 119.07, *Florida Statutes*, and therefore all such information may be considered a public record and open to inspection. Unless otherwise confidential or exempted by law, Vendor shall allow public access to all documents, papers, letters, electronic correspondence or other material subject to the provisions of chapter 119, *Florida Statutes*, and made or received by Vendor in connection with this Agreement. However, Vendor agrees to notify FHKC and obtain FHKC's approval prior to the release of any such information.

- G. 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.
- H. 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.




- I. 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.

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: 
 Name: Rebecca Matthews
 Title: Chief Executive Officer
 Date: July 17, 2018

Capital City Consulting, LLC

Signed: 
 Name: Nick Larossi
 Title: Member
 Date: July 17, 2018



**Attachment A
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg. 20360-20369).

INSTRUCTIONS

- A. Each entity whose contract or subcontract equals or exceeds twenty-five thousand dollars (\$25,000) in federal monies must sign this certification prior to execution of each contract or subcontract. Additionally, entities who audit federal programs must also sign, regardless of the contract amount. Florida Healthy Kids Corporation cannot contract with these types of entities if they are debarred or suspended by the federal government.
- B. This certification is a material representation of fact upon which reliance is placed when this contract or subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the federal government may pursue available remedies, including suspension and/or debarment.
- C. Vendor shall provide immediate written notice to the contract manager at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
- E. Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract or subcontract unless authorized by the federal government.
- F. Vendor further agrees by submitting this certification that it will require each subcontractor of this contract or subcontract whose payment will equal or exceed twenty-five thousand dollars (\$25,000) in federal monies, to submit a signed copy of this certification.
- G. Florida Healthy Kids Corporation may rely upon a certification of Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting or subcontracting unless it knows that the certification is erroneous.
- H. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the Vendor's business location.

CERTIFICATION

Vendor certifies, by signing this certification, that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or subcontract by any federal agency.

Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this certification.

Signature of Individual Authorized to Represent Vendor

July 17, 2018

Date

Member
Title