



July 17, 2014

Mr. John Benz
President and CEO
South Florida Community Care Network, LLC
Suite 200, Building H
1643 Harrison Parkway
Sunrise, FL 33323

Re: Lobbyist/Consultant Agreement

Dear Mr. Benz:

Capital City Consulting, LLC (hereinafter "CCC") welcomes the opportunity to represent the South Florida Community Care Network, LLC (hereinafter "SFCCN") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to SFCCN.

SCOPE OF SERVICES. CCC agrees to represent SFCCN during the Term as defined below, including monitoring and reporting all actions of the legislative and executive branches that may impact SFCCN's presence in Florida. This service includes representation of SFCCN's interests at all levels of Florida government at the direction of SFCCN. We estimate that 25% of our time will be allocated to representing SFCCN's interests before the executive branch and 75% of our time will be allocated to representing SFCCN's interests before the legislative branch.

TERM. The term of this relationship shall begin on July 1, 2014, and continue until cancelled by either party with thirty days (30) advance written notice. Additionally, this contract may be amended at any time with the mutual written agreement signed by both parties.

FEES. CCC will provide the above referenced professional services for a fee of \$4,167 per month beginning on July 1, 2014. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in SFCCN's representation, lobbyist registration, meals with legislators and staff, and any other nonstandard office expenses. All expenses shall be subject to review and approval by SFCCN, and shall comply with applicable

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

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of SFCCN as confidential and will not disclose or divulge same unless otherwise directed or authorized by SFCCN or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the legislative and executive branches and provide oral and written reports to SFCCN. CCC will be available to meet or discuss the status of any activities undertaken on behalf of SFCCN. At mutually convenient times, CCC will schedule periodic meetings or conference calls at the direction of SFCCN to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs. CCC shall comply with all applicable reporting requirements as set forth in Florida Statutes, the Florida House of Representatives, the Florida Senate, and executive branch agencies.

INDEPENDENT CONTRACTOR. CCC and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be officers or employees of SFCCN.

CONFLICTS OF INTEREST. As of the date of this agreement CCC represents Aetna, Cigna, and the Florida Association of Health Plans. SFCCN recognizes and agrees that, in the event that a conflict of interests arises in a matter involving SFCCN and these clients CCC 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, SFCCN agrees that CCC may continue to represent the client. Notwithstanding any other provision of this agreement, CCC agrees to not represent another Statewide Medicaid Managed Care Plan in Region 10 without prior written authorization from SFCCN.

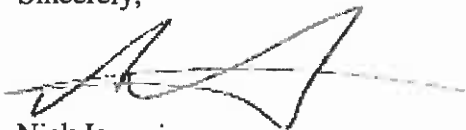
ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of SFCCN under this agreement, including but not limited to those provided in this agreement.

MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement.

Nick Iarossi and Chris Schoonover will have primary responsibility for this engagement, but all firm members will be accessible as needed.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Iarossi', written over a horizontal line.

Nick Iarossi

I agree with the terms of this agreement on behalf of SFCCN.

Signed on this 21 day of July 2014.

Jacob L. Bump
Signature

President & CEO

Title