

**UNIVERSITY OF MIAMI
SERVICES AGREEMENT
(Purchase of Services)**

This SERVICES AGREEMENT (“Agreement”) is entered into on **August 1, 2023** (“Effective Date”) by University of Miami (“University”), a Florida not-for-profit corporation, and **Capital City** (“Counterparty”), a Florida limited liability company with its principal place of business located at **124 W. Jefferson Street, Tallahassee, FL 32303** (each individually a “Party,” and collectively, the “Parties”).

Recitals

WHEREAS, the University desires to have the Counterparty perform certain services as set forth herein; and

WHEREAS, the Counterparty represents that it is ready, willing and able to perform such services;

NOW THEREFORE, the Parties mutually agree as follows:

Terms and Conditions

1. Scope of Work and Deliverables

Counterparty is being engaged to provide the services and deliverables set forth in one or more statements of work or order forms, the first of which is attached as Appendix A. Future statements of work or order forms (1) will set forth additional Services to be purchased by University, (2) will be signed by authorized representatives of each Party, and (3) provided that this Agreement is referenced therein, shall be subject to the terms and conditions of this Agreement.

University may, from time to time require changes in the scope of work of Counterparty to be performed hereunder. Such changes, including any increase or decrease in the amount of the Counterparty’s compensation which are mutually agreed upon by the Parties, shall be incorporated by written amendment to this Agreement.

2. Fees and Payment Terms

The total fees for all services, deliverables, and/or products to be provided under this Agreement are set forth in the applicable statement(s) of work or order form(s), the first of which is attached as Appendix A. Each statement of work or order form must be signed by authorized signatories of each Party and must reference this Agreement. Each statement of work or order form must specify (i) the specific services to be performed and/or products or deliverables to be provided, (ii) the term of the statement of work or order form, (iii) any relevant timeline or milestones for delivery of all services, deliverables and/or products, (iv) an itemized list of all fees and costs, (v) key personnel for each Party, including their contact information, (vi) if different

from those set forth herein, payment terms, including an invoicing schedule, and (vii) any service standards that may apply to Counterparty's provision of the services, deliverables and/or products. Any changes to the compensation, services, deliverables and/or products in a statement of work or order form must be memorialized in writing and signed by authorized signatories of each Party.

Counterparty must adhere to the following invoicing requirements. All invoices must (i) be sent via email to University's Accounts Payable office at umiamiap@miami.edu with a copy to **a.rodriquez@miami.edu**; (ii) follow any specific invoicing requirements set forth in the relevant statement of work or order form, but in no event may Counterparty issue an invoice later than 90 days following the date the corresponding services were rendered by Counterparty, or in the case of products, later than 90 days from the date University accepted the products; and (iii) reference University's purchase order number ("Invoicing Requirements"). University shall not be in breach of this Agreement or subject to any penalties where an invoice fails to adhere to the Invoicing Requirements.

For undisputed invoices that meet the Invoicing Requirements, unless otherwise provided in a statement of work or order form signed by authorized signatories of the Parties, the following payment terms shall apply to all statements of work and order forms under this Agreement: 2% 10 days/ net 60 days from receipt of invoice by University.

3. Term and Termination

This Agreement shall commence on the Effective Date and continue through **May 31, 2024**.

University may terminate this Agreement, in whole or in part, as follows: (1) for convenience, upon 30 days' prior written notice to Counterparty, (2) because of the failure of Counterparty to fulfill any contract obligation, upon twenty (20) days' prior written notice and opportunity to cure, which breach remains uncured following the twenty (20) day notice period, or (3) effective immediately upon written notice to Counterparty, if any of the following events occur: (a) Counterparty becomes insolvent or bankrupt, or becomes the subject of any proceedings under state, federal, or foreign law for the relief of debtors, or makes any assignment for the benefit of creditors, (b) Counterparty breaches the confidentiality obligations set forth in this Agreement. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where a Force Majeure Event (as defined later in this Agreement) lasts longer than ninety (90) days.

Unless instructed otherwise by an authorized representative of University, upon receipt of such notice, Counterparty shall: 1) immediately discontinue all services affected, and 2) deliver to University all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by Counterparty in performing this Agreement, whether completed or in progress. All Services rendered until the date of termination shall be paid by University upon compliance with all payment terms herein. University reserves the right to alter the starting and ending dates according to the needs of the University.

4. Notices

All legal notices required or permitted to be given or made under this Agreement shall be in writing and shall be delivered via e-mail to the e-mail addresses set forth below:

If to University:

Attn: Executive Director, Purchasing
Email: academic.sourcing@miami.edu

with copy to:

Attn: General Counsel
University of Miami
1320 S. Dixie Hwy, Suite 1250
Coral Gables, Florida 33146

If to Counterparty:

Scott Ross, Managing Partner
Capital City Consulting, LLC
124 W. Jefferson Street
Tallahassee, FL 32303

5. Collaboration/Subcontracting

Any subcontracting or collaborative efforts between Counterparty and a third-party, affiliate, or subcontractor must be approved in advance by an authorized representative of University and shall be memorialized in a separate agreement, as University, in its sole discretion, may deem appropriate. Such agreement shall contain such confidentiality and other provisions as University, in its sole discretion, may deem appropriate.

6. Assignment

This Agreement may not be assigned in whole or in part by Counterparty. Any assignment or delegation in violation of this Agreement shall be void.

7. Reporting/Examination of Records

Counterparty shall report to the following individual in providing the Services: **Raena Wright, Vice President for Government and Community Relations**. Report(s) shall be delivered upon request by University. Additionally, University shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Counterparty involving transactions or services related to this Agreement until the expiration of three (3) years after final payment hereunder.

8. Counterparty's Certifications, Licenses and Permits

Counterparty represents and warrants that Counterparty and its agents, or anyone directly or indirectly employed by either, has or will obtain and maintain in force and effect any and all certificates, licenses permits necessary for Counterparty to fulfill its obligations herein or as required by any applicable federal, state or local law, regulation or ordinance or any professional organization.

9. Conflict of Interest

Counterparty represents and warrants that neither it, nor any of its employees or agents, presently have any known interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Counterparty represents and warrants that it is not owned, directly or indirectly, by a University employee, faculty or staff (or a family member of an employee, faculty or staff). Counterparty further covenants that Counterparty, and any other person employed by Counterparty in the performance of this Agreement, shall either: 1) abide by the requirements set forth in University's Conflicts of Interest and Interactions with Health Industry Entities policies, as may be amended from time to time, copies of which will be supplied to Counterparty upon request; or 2) comply with the following:

(1) Counterparty understands and agrees that Counterparty and its representatives are not permitted to provide any gifts or any other item of value to University employees, faculty, or staff members, or students including samples of drugs, medical devices, or any other products.

(2) Counterparty understands and agrees that all donations must be processed and sold through the University Advancement, Department of Development Services.

(3) Counterparty understands and agrees that any refunds, credits, and/or rebates under this Agreement shall be sent to the relevant procurement department within the University and not to the customer department.

(4) Counterparty understands and agrees that Counterparty and its representatives will report to the appropriate University compliance office any solicitation or stipulation by a University employee seeking gifts, entertainment, favors, personal property, services, kickbacks, etc., for personal gain as a requirement for doing business with the University.

(5) Counterparty understands and agrees that Counterparty and its representatives are prohibited from using the University of Miami email system and addresses to inform practitioners/staff of industry-sponsored events.

(6) Counterparty understands and agrees that Counterparty and its representatives are not permitted in patient care areas, may not see patients or medical records, and may not attend rounds or surgery unless they have obtained the appropriate authorizations and their presence is necessary to support the use of products, devices or equipment.

(7) Counterparty understands and agrees that solicitation of University employees is not permitted during work time and solicitations and distributions are prohibited in areas used for patient care, including, but not limited to all units housing patients, waiting areas for patient services, waiting areas or day rooms used by patients and their families and friends, and all admitting and registration/financial areas.

10. Intellectual Property

To the extent permitted by law, services provided, and works created, hereunder are work made for hire, and all rights to said work belong to University. To the extent that the work created is not a work made for hire, as permitted by the law, all rights in the work are hereby assigned to University. Counterparty agrees that all papers, documents, writings or other tangible materials or work product produced by Counterparty under this Agreement shall be the sole property of University. University shall own the worldwide copyright rights and any other proprietary rights in and to all such work. Possession shall be transferred to University at the termination of performance of services under this Agreement or at University's earlier request.

Counterparty agrees that any discovery or invention, whether or not subject to patent, developed as a direct result of work done under this Agreement, shall be the sole property of University, and University shall have the exclusive right to any patent derived there from. Counterparty further agrees to report promptly in writing to University any discovery or invention developed under this Agreement.

11. Warranty

Counterparty warrants that all services shall be performed in a professional and workmanlike manner, by properly trained personnel, in accordance with generally accepted industry practices, and in a manner that complies with all applicable laws and regulations. The warranties provided herein shall run to University and its successors and assigns.

12. Confidentiality

In the event Counterparty is exposed to information which is confidential, classified, restricted or proprietary to University, including but not limited to business information, financial information, operational information, trade secrets, personally identifiable information, any other sensitive data or information that is of a nature that a reasonable person would understand is of a confidential and non-public nature ("Confidential Information"), Counterparty agrees to not disclose such Confidential Information to any other Parties, without prior written permission from an authorized representative of the University. Confidential Information shall be deemed covered whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked. Counterparty shall protect the Confidential Information according to commercially acceptable standards and no less rigorously than it protects its own sensitive data and information. Counterparty shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, University. Counterparty shall require all

its agents, including subcontractors, to adhere to the same restrictions and conditions on the use and/or disclosure of Confidential Information that apply to the Counterparty. Counterparty shall report to University any use or disclosure of Confidential Information not authorized by this Agreement, in writing by University. Counterparty shall make the report to University not less than five (5) business days after Counterparty learns of such use or disclosure. Counterparty's report shall identify: i. The nature of the unauthorized use or disclosure, ii. The Confidential Information used or disclosed, iii. In the event of a disclosure of personally identifiable information, the identities of any and all affected individuals, iv. Who made the unauthorized use or received the unauthorized disclosure, v. What Counterparty has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and, vi. What corrective action Counterparty has taken or shall take to prevent future similar unauthorized use or disclosure. Notwithstanding anything herein to the contrary, should Counterparty become legally required pursuant to applicable law or regulation or regulatory, legal or judicial process (including, without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand, government investigation or similar process) to disclose any of the Confidential Information provided to it or the information referred to above, the Counterparty shall provide University with prompt prior written notice of such requirement so that University may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and such a written waiver has not been received from the University that would permit such required disclosure, Counterparty (and its respective representatives) agree(s) to disclose (and shall be permitted without liability to disclose) only that portion of the Confidential Information which it is advised in the opinion of its counsel it is legally required to disclose. Counterparty shall take all reasonable steps to preserve the confidentiality of the information in question. Notwithstanding anything herein to the contrary, or any prior understanding or agreement between the Parties, University shall have the right to disclose all terms stated in or relating to the Agreement to any of University's attorneys, accountants, consultants, and other third parties utilized by University in the ordinary course (collectively "Assigns"), on a need-to-know basis (that is, their duties, contract, requirements or obligations necessitate such disclosure). For avoidance of doubt, Assigns shall include employees, consultants, members or other representatives of the Assigns on a need-to-know basis. Counterparty shall not under any circumstances use, disclose, sell, transfer, transmit or otherwise make available or accessible University's Confidential Information under this Agreement (including personally identifiable information ("PII" and protected health information ("PHI")), regardless of form or format (even if de-identified), or otherwise use such information for any commercial or business purpose whatsoever other than as expressly agreed to by an authorized representative of University, in writing. Additionally, Counterparty shall not and shall not allow any of its agents, contractors, or employees to store, create, maintain or transmit University Confidential Information (including PII and PHI) outside of the United States of America without prior written consent by an authorized representative of University. This Confidentiality provision shall survive the termination or expiration of this Agreement.

13. Indemnification

Counterparty shall indemnify, defend and hold harmless University, its officers, trustees, employees, agents, representatives, vendors, and contractors from and against any and all losses,

costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees and court costs through the appellate level) or liabilities arising out of, resulting from, or in connection with the Products and Services provided under this Agreement, including without limitation, by reason of (1) any damage or injury (including death) to persons or property caused by Counterparty or any of its agents; (2) any act or omission of Counterparty or anyone acting on Counterparty's behalf; (3) Counterparty's material breach of this Agreement; (4) Counterparty's violation of applicable law; or (5) Counterparty's infringement of any patent, copyright, trademark, trade secret or any other intellectual property rights of a third party.

14. Insurance

Counterparty agrees to carry and keep in full force, at its expense, during the Term of this Agreement: (1) a policy of comprehensive general liability coverage, including personal injury, property damage, and contractual liabilities with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, (2) worker's compensation coverage in statutorily prescribed amounts, (3) auto liability coverage, if applicable, with limits of no less than \$1,000,000 per occurrence and in aggregate, (4) professional liability coverage, where applicable, in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate, (5) cyber liability and data breach coverage, where applicable, with limits of no less than \$5,000,000 per occurrence, and (6) any other necessary coverage as reasonably requested by the University in writing. Certificate of Insurance shall name University as an additional insured and certificate holder. All policies carried by Counterparty, as a result of or in relation to this Agreement, shall expressly waive any right of subrogation on the part of the insurer and/or the Counterparty against the University. Counterparty shall immediately notify University of any material changes to insurance coverage required under this provision. University reserves the right to request additional coverage by Counterparty or higher coverage amounts on a case-by-case basis.

15. Taxes

Counterparty shall pay all applicable contributions, taxes, and premiums applicable to performance under this Agreement, including but not limited to, payable under its country's laws or under federal, state, and local laws upon the payroll of employees engaged in the performance of work under this Agreement. Additionally, Counterparty is responsible for all taxes relating specifically to its revenue derived under this Agreement. University is a tax exempt organization and shall submit an exemption certificate indicating this status upon request.

16. Publicity/Use of Name

Counterparty will not use the University's or its employees' names, logos, or trademarks in publicity, marketing materials or otherwise without prior written approval of an authorized representative of University, in University's sole discretion.

17. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be subject to the exclusive

jurisdiction of the state and federal courts residing in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Miami-Dade County, Florida.

18. Compliance with Laws

The Counterparty shall comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement, including, but not limited to, the following:

The anti-bribery provisions of the United States Foreign Corrupt Practices Act (“FCPA”) make it unlawful to bribe foreign government officials to obtain or retain business. Counterparty is familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

Counterparty agrees and acknowledges to comply, if applicable, with all the laws, regulations, or orders that may relate to the export of technical data and equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Regulations (“EAR”), as may be amended, and agree to comply with all such laws, regulations or orders. Counterparty shall not export, directly or indirectly, any controlled items, equipment, or information without first obtaining any required export license or government approval and, in the case of information disclosed by University, without first obtaining written permission from an authorized representative of University.

To the extent applicable, Counterparty agrees to maintain the confidentiality as set forth herein of personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“FERPA”). Counterparty agrees to (i) abide by the terms of FERPA and University’s policy with respect to handling of Education Records; and (ii) not disclose the information to any third party without the prior written consent of the student as required by FERPA. If Counterparty discloses any of the Education Records to a subcontractor or agent, Counterparty shall require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Counterparty by this section. Counterparty shall take any action reasonably requested by University to protect the privacy and confidentiality of Education Records. Notwithstanding anything to the contrary in this Agreement, if an impermissible use or disclosure of any of the Education Records occurs, Counterparty shall provide written notice to UM within one (1) business day after Counterparty’s discovery of that use or disclosure. Counterparty shall promptly provide University with all information requested by University regarding the impermissible use or disclosure.

The European General Data Protection Regulation (“GDPR”) imposes specific obligations on University with regard to its relationships with vendors engaged in Processing of Personal Data, as those terms are defined in Article 4 of the GDPR. For purposes of this Section, the term GDPR includes Regulation (EU) 2016/679, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this Section shall have the meanings given to them in Article 4 of the GDPR. To the extent that

Counterparty is engaged in the Processing of Personal Data, Counterparty shall be deemed a Processor and shall comply with all requirements under the GDPR which are applicable to Processors of Personal Data. Counterparty shall immediately notify University of same and shall execute University's Data Processing Addendum. Any provisions required to be included herein by any applicable and valid Federal, State or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein.

The Health Insurance Portability and Accountability Act ("HIPAA") establishes national standards that govern the protection of an individual's protected health information ("PHI"), as defined by HIPAA regulations, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164. Should Counterparty come into contact with any PHI, Counterparty shall (i) immediately undertake all applicable regulatory obligations toward the PHI; (ii) promptly notify the University of the same in writing; and (iii) where required by University, enter into University's Business Associate Agreement ("BAA"). If the parties have executed a BAA, the BAA shall govern with respect to all matters regarding PHI, except to the extent the BAA explicitly states otherwise.

Any provisions required to be included in a contract of this type by any applicable and valid federal, Florida or local law or regulation shall be deemed to be incorporated herein.

19. Compliance with University Policies

Should Counterparty perform any of the Services on University's premises, Counterparty shall, and shall require all of its employees and anyone else performing any Services on its behalf, to comply at all times with University policies and protocols communicated to Counterparty in advance.

20. Relationship of the Parties

Nothing in this Agreement shall be construed to create a joint venture, partnership or an employee/employer relationship between the Parties. No one acting on behalf of Counterparty shall be construed as an employee of University. Counterparty is strictly an independent contractor. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

21. Force Majeure

Subject to strict compliance with the terms of this section, a Party's performance under this Agreement may be excused in the manner set forth herein to the extent it is prevented from performing its obligations under this Agreement as a result of a Force Majeure Event. A "Force Majeure Event" shall mean the unforeseeable occurrence of a fire or other casualty, natural disaster, act of terrorism, or other cause not reasonably within such Party's control, that in each case: (i) is beyond the reasonable control of the impacted Party and its subcontractors and was not promoted, requested or caused by the impacted Party or any of its subcontractors; (ii) is without fault or negligence on the part of the impacted Party or its subcontractors or other contractors and is not the direct or indirect result of a breach by the impacted Party or its subcontractors of any of

its obligations hereunder; (iii) could not have been (including by reasonable anticipation) avoided or overcome by the impacted Party or its subcontractors acting in a reasonable, diligent and prudent manner; and (iv) directly prevents or delays the impacted Party in its performance of all (or part) of its obligations under this Contract. Notwithstanding anything to the contrary in the foregoing and for the avoidance of doubt, the following shall not constitute Force Majeure Events: (i) late or interrupted delivery of, or failure of, any Party's tools, machinery, equipment, spare parts or consumables or materials, except to the extent caused by any event or circumstance that would otherwise qualify as a Force Majeure Event; (ii) non-performance or delay in performance by any Party unless such non-performance or delay is caused directly by a Force Majeure Event; (iii) boycotts, strikes, lockouts, other industrial disturbances or unavailability of, or with respect to, laborers or Parties, or collective bargaining agreements of any Party resulting in a delay or stoppage of the work; or (iv) economic hardship or changes in market conditions or any inability or failure to pay money, any inability to raise financing or any change in price. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. Performance by the Party claiming a Force Majeure Event shall only be excused during the period when the condition preventing performance exists and shall only be excused to the extent the Party demonstrates that it has made reasonable efforts to mitigate the inability to perform its obligations. The non-performing Party will make all reasonable efforts to eliminate the Force Majeure Event and resume performance of its affected obligations as soon as practicable. Under no circumstances will the obligation to honor the pricing set forth in this Agreement be excused by a Force Majeure Event. In the event a Party claims that a Force Majeure Event is preventing its ability to perform its obligations, such Party shall provide a detailed report to the other Party describing the unforeseeability of the Force Majeure Event and the steps taken or to be taken (and the timeline for such action in each case) to mitigate the condition preventing performance of its obligations as a result of the Force Majeure event. The Parties shall promptly meet to discuss impacts and consequences of the Force Majeure Event and reach an agreement on performance expectations during the duration of the Force Majeure Event. No individual Force Majeure event shall serve to extend the time for performance of the covenants or provisions of this Agreement by more than three (3) months (unless extended by the Parties in writing). If the Parties cannot reach an agreement, the Party not claiming the Force Majeure Event shall have the right to terminate the Agreement effective upon written notice to the impacted Party.

22. Access to Records

Until the expiration of four years after the term of this Agreement and any related Counterparty services, Counterparty will make available to the Secretary, U.S. Department of Health and Human Services and the U.S. Comptroller General, and their representatives, this document and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Counterparty carries out any of the duties described in this proposal through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books, documents and records.

23. Non-Exclusivity

The Parties hereby acknowledge that this Agreement is not exclusive and that each party may freely contract with any other party concerning the subject matter hereof.

24. Severability

Should any term or provision of this Agreement be held, to any extent, to be invalid or unenforceable pursuant to any law, regulation or judicial authority of competent jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall remain operable, enforceable, and in full force and effect to the extent permitted by law.

25. Waiver

University's failure at any time to enforce or require the strict compliance by Counterparty with any of the terms or conditions in this Agreement shall not constitute a waiver of any rights and remedies arising from such non-compliance and shall not affect University's right to subsequently enforce such terms and conditions.

26. Non-Discrimination and Diversity

To the extent legally applicable to Counterparty, Counterparty agrees to adhere to the principles and requirements set forth in all state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. Counterparty specifically agrees to comply with the following Equal Employment Opportunity ("EEO") clauses that are hereby incorporated by reference: 41 CFR § 60-1.4; 41 CFR § 60-250.4 and 41 CFR § 60-741.4.

Counterparty further agrees to maintain employment policies and practices that affirmatively promote equality of opportunity for minority groups, to take affirmative steps to hire and promote minority groups at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large, and to provide non-segregated facilities for all its employees.

Counterparty is encouraged to utilize businesses which are at least 51% owned by, and whose management and daily business operations are controlled by, individuals who are Asian American, African American/Black, Alaska Native, Native American, Hispanic/Latino, women, disabled, veterans, LGBTQ, or disadvantaged (collectively, "MBEs"). Ways in which Counterparty can utilize MBEs include, but are not limited to, joint ventures with MBEs or utilization of MBEs as subcontractors or suppliers of products and/or services to Counterparty. Counterparty shall report its spend with MBE suppliers on a quarterly basis via the following link: https://umiami.qualtrics.com/jfe/form/SV_0oitzGHj0BUycVn.

Notwithstanding the foregoing, Counterparty must obtain University's written approval prior to subcontracting any part of the Services hereunder to a third party.

27. Entire Agreement; Conflict of Terms

This Agreement, together with any appendices, exhibits, schedules, amendments or addendums shall constitute the entire agreement between the Parties with respect to the subject matter hereof. To the extent of any conflicting terms, the order of precedence, except where stated otherwise, shall be as follows: 1) this Agreement, as may be amended from time to time; 2) appendices, exhibits, schedules, amendments or addendums; 3) purchase order terms and conditions. There are no oral agreements with respect to the subject matter of this Agreement which are not fully expressed herein. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. University will not be bound by any shrink-wrap terms and conditions or clickwrap, browsewrap, sign-in-wrap, scrollwrap, or other similar online terms and conditions of any kind, regardless of when opened or clicked or by whom, even if Counterparty's documentation or website states otherwise. This Agreement can only be modified by a writing signed by authorized representatives of both parties.

28. Justification

Counterparty covenants that the fees contained herein are fair and reasonable, predicated on other fees that Counterparty has charged for similar work in the past. Counterparty agrees to provide to the University upon request a summary of fees charged for the previous twelve (12) months with synopsis of type/scope of work performed.

29. Excluded Parties

Counterparty represents and warrants that neither Counterparty nor any of its directors, officers, employees, contractors, subcontractors, principals or agents providing Services under this Agreement: (a) are Sanctioned Persons (as that term is defined below); (b) are on either a state exclusion list or the OIG/SAM List of Excluded Individuals and Entities ("LEIE"); or (c) have been convicted of a criminal offense related to healthcare. Counterparty shall notify University promptly, but in no event later than (5) business days from when Counterparty is no longer able to make these representations, and University may, in its sole discretion, terminate this Agreement with immediate effect upon written notice to Counterparty.

"Sanctioned Persons" means individuals or entities that are, or have been proposed to be, excluded, suspended, debarred, or are otherwise ineligible to participate in business transactions with any state or federal department or agency, including without limitation, healthcare programs.

30. Title IX

University complies with Title IX and all other related statutes. Accordingly, if Counterparty has any knowledge of a sexual assault, sexual harassment, or hostile work environment, Counterparty is required to inform any of University's Title IX coordinators.

31. Representation by Counsel; Interpretation

Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party. The headings used in this Agreement are for the sake of convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Agreement.

32. Authorization

The persons signing below represent and warrant that they have full authority to bind the Parties they represent.

33. Vendor Registration

To the extent available, anyone providing services to the University on behalf of Counterparty under this Agreement (hereinafter "Agents") will need to register in the University's vendor management/registration system(s) when visiting any University of Miami Health and Clinics' locations. Counterparty and its Agents agree to comply with all requirements and policies set forth in the vendor management/registration system(s) and accepted upon registration. University may add, delete, or modify policies from time to time, and Counterparty and its Agents will comply with such additional or modified policies after they are made available on vendor management/registration system(s). University may issue non-employee identification badges under certain conditions, and if such a badge is issued to an Agent of Counterparty, Counterparty will ensure that the representative prominently displays the badge at all times while on University facility and surrenders the badge on request from University.

34. Survival

The terms in the following Sections shall survive the termination or expiration of this Agreement: Notices, Warranty, Confidentiality, Indemnification, Publicity/Use of Name, and Governing Law and Venue.

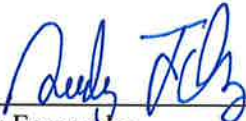
35. Required Notice

Counterparty shall promptly notify University in writing of any litigation, suit or administrative proceeding against Counterparty which names the University, relates to the Services provided under the Agreement, or may impact the University in any way.


[signatures on the following page]

The parties have executed this Agreement as follows:

UNIVERSITY OF MIAMI:

Signature: 
Name: Rudy Fernandez
Title: Executive Vice President,
University Operations and External
Affairs and Chief of Staff
Date: 8-15-23

Capital City Consulting, LLC

Signature: 
Name: Scott Ross
Title: Partner
Date: 8/04/2023

APPENDIX A
STATEMENT OF WORK #1

1. **Services and Deliverables:**

Counterparty will provide the following services and deliverables to University (collectively, the “Services”):

A. State Government Affairs General Objectives (desired end result):

1. Assist in the framing of funding and substantive priorities for the State Legislative Session;
2. Help the University cultivate new and existing relationships with key state legislators, Governor’s office and agency staff, and current and future legislative leadership;
3. Identify and secure legislative sponsors for the funding objectives and substantive bills if any;
4. Represent the University of Miami’s issues before the Florida Legislature and the Executive Branch of the Florida Government during the annual legislative session, interim committee meetings prior to regularly scheduled legislative session, and any special sessions the Governor or Chamber leaders may call;
5. Act as advisor for the University with regard to the state's Medicaid program to preserve current supplemental funding programs;
6. Identify opportunities – for funding or profile building– in the University through any of its colleges or centers, Miller School of Medicine, or UHealth that may become available during the course of legislative deliberations; and
7. Secure all of the funding priorities and objectives, as established prior to regularly scheduled legislative session, interim committee meetings, and any special sessions;

B. State Government Affairs Specific Objectives and Tasks (detail list of service and Deliverables, in chronological steps, if possible):

1. Help the University develop and execute a plan to secure funding for the infrastructure needs of the Sylvester Cancer Center. The plan should prioritize funding opportunities from recurring revenue sources, including but not limited to, securing a share of the revenues derived from the state’s cigarette tax.
2. Assist in developing a strategy to secure established funding and substantive priorities prior to regularly scheduled legislative session, interim committee meetings, and any special sessions;
3. Secure funding for all of the established priorities – overall funding should show an increase over previous year;
4. Monitor the state legislative appropriations process to identify additional funding opportunities that may arise for the University, Miller School of Medicine and UHealth;
5. Assist in a) inviting University faculty to Tallahassee (medical, law, nursing, ethics, bio-science, film, etc.) to meet with legislators and present to legislative committees; b) inviting key legislators to the University’s campus and campus events c) assist in organizing a University Leadership Day at the Capitol;

6. Represent the University's interests in interactions with the State of Florida Legislature, AHCA, and DOH as needed.
7. After the end of session, help develop and execute a veto-strategy to protect University's funding line items;
8. An end of session report and summary to identify the funding received and some insight of possible opportunities for next year resulting from newly passed legislation. This report should be submitted in a time frame not to exceed one month after the Governor has signed the State budget and issued his veto message; and
9. Coordinate and collaborate with any new consultants that may be hired as part of the University's legislative team.

2. **Fees:**

University will pay Counterparty as follows for all Services performed and deliverables provided hereunder: **\$85,000 payable in ten (10) equal monthly payments of \$8,500.00.** This amount shall be inclusive of all expenses and costs.