AMENDMENT NO. 6 TO THE CONSULTING AGREEMENT BETWEEN SOUTH FLORIDA COMMUNITY CARE NETWORK, LLC d/b/a COMMUNITY CARE PLAN AND CAPITAL CITY CONSULTING

This Amendment No. 6 (the "Amendment") amends the Consulting Agreement, effective October 1, 2017 (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 124 W. Jefferson Street, Tallahassee, Florida 32301. CCP and Capital City Consulting may be referred to individually as a "Party" or collectively as "the Parties." This Amendment is effective as of October 1, 2023.

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:

<u>SECTION 1</u>. **Section 10**, titled **Term and Termination**, of the Agreement is amended to revise the term of Capital City Consulting's engagement under the Agreement to remain in effect through September 30, 2024.

<u>SECTION 2</u>. 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.

<u>SECTION 3</u>. 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).

<u>SECTION 4</u>. 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.

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

<u>SECTION 6</u>. 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.

<u>SECTION 7</u>. 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.

<u>SECTION 8</u>. 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 CAPITAL CITY CONSULTING, LLC NETWORK, LLC d/b/a COMMUNITY CARE PLAN

JESSICA LEITIEI Jessica Lerner (Sep 14, 2023 11:56 EDT)	
Signature of Authorized Signatory	Signature of Authorized Signatory
Print Name: <u>Jessica Lerner</u>	Print Name: Nick Iarossi
Title: <u>President & Chief Executive Officer</u>	Title: Member
Date: Sep 14, 2023	Date: 09/13/23

CCP Amd 6 to Consulting Agreement

Final Audit Report 2023-09-14

Created: 2023-09-14

By: Crystal Quirin (cquirin@ccpcares.org)

Status: Signed

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Helle, Jonathan

From: Jill Higgins < Jill@cccfla.com>

Sent: Friday, September 22, 2023 3:21 PM

To: Lobbyist Disclosure

Subject: South FI Community Care Network dba Community Care Plan

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Hi Jonathon,

Please use this email as confirmation that the current amount is \$4,000 and has been since 9/27/2017. On the 2017 extension, the compensation was amended from \$4,167 (last invoiced 8/31/17) to \$4,000 per month (invoiced 9/27/2017).

From what I can tell, that has been the only change since the original contract. Our master list shows that an amendment was emailed on 10/10/17 but it does not record receipts of emails.

Thank you,

Jill Higgins



Jill Higgins Director of Operations 124 W Jefferson St. | Tallahassee, FL 32301 p. 850.222.9075