

STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL v. CENTENE CORPORATION
AG Case No. L21-4-2445

DETERMINATION REGARDING PRIVATE ATTORNEY SERVICES

**COMES NOW, JOHN GUARD, CHIEF DEPUTY ATTORNEY GENERAL BY THE
POWER DELEGATED TO HIM BY ASHLEY MOODY, ATTORNEY GENERAL, STATE
OF FLORIDA** and states:

1. Pursuant to section 20.11, Florida Statutes, the Attorney General is the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the “Department”). This determination is executed pursuant to the provisions of section 16.0155(2), Florida Statutes.

2. In this matter, the Department is contemplating pursuing claims, *inter alia*, for the restitution and/or recovery of the economic damages on behalf of the State of Florida (including its agencies) as a result of the acts or omissions of the Centene Corporation (“Centene”) and other health care insurers. The Department has determined that the State may have claims, for damages, declaratory relief, injunctive relief and other rights and remedies against Centene and other health care insurers. That determination is the result of information shared with us by the Liston & Deas firm as a result of an investigation and litigation conducted by that firm on behalf of the State of Ohio. Centene contracts with the State of Florida and the potential causes of action relate to its failure to adhere to those contracts and other legal obligations. The other potential defendants have similar contractual relationships with the State of Florida to those of Centene. Centene has set aside monies to settle its issues with states including the State of Florida.

3. The Department has determined that it requires specialized private attorney services to allow it to most effectively investigate and, if appropriate, pursue the State’s claims

against Centene and other insurers. The investigation and litigation of these matters will require a large number of attorney and paralegal hours, along with potentially a large significant up-front financial expenditure for discovery and expert witnesses. The contracts at issue are complex and, therefore, examining deficiencies in compliance requires specialized knowledge and expertise. While the Department has investigators and lawyers that investigate fraud, waste, and abuse of Florida's Medicaid plan, these potential claims are not, in size or scope, the types of claims that those investigators and lawyers typically investigate. It is also not clear whether this investigative work would be covered completely within the terms of the federal grant that pays for the Department's lawyers working on Medicaid fraud, which may restrict the work that current lawyers and investigators in the Department could perform. It does not make practical sense to hire additional lawyers and investigators for a single or a series of cases in a specialized area. Lawyers that have the experience and background in this area of law are paid substantially more than the Department pays its lawyers to compensate for the narrow area of expertise.

4. I have reviewed this matter and determined that the retention of outside counsel is appropriate in light of the time and labor required, the novelty, complexity, and difficulty of the legal questions involved, and the level of skill needed to properly perform the attorney services. Based on their prior involvement and knowledge gained from the State of Ohio investigation and litigation, the Liston & Deas firm has the specialized knowledge to investigate, prosecute, and potentially resolve the State of Florida's claims. It would take hundreds, if not thousands of hours of time to develop the understanding and uncover the contractual issues that Liston & Deas has already uncovered. It does not make sense to start from scratch and have another firm or the State of Florida expend the amount of time and costs that would necessarily be incurred if the Department hired another firm on an hourly contract.

5. The team of lawyers at the Liston & Deas law firm was selected after being

interviewed by the Department and relevant state agencies involved.

6. The geographic area where these services are to be provided are mainly in Tallahassee, Florida. While this factor seems to weigh against retention of outside counsel, the other factors that were considered weigh more strongly in favor of retention of outside counsel.

7. Given the status of this matter with Centene and the Liston & Deas Firm's prior investigation and lawsuit experience with Centene and other insurers on these issues, it does not make sense to solicit proposals from other counsel on this matter. While it might be possible to settle the Centene matter without the Liston & Deas firm, it would not be possible to quickly and efficiently investigate and prepare potential litigation against the other insurers.

8. In light of the contract provisions and other factors described above and pursuant to Florida Statutes section 16.0155(2), the Department determines that entering into a contingency fee representation with the Liston & Deas firm is cost effective and in the public interest.

Dated: _____

12/27/21



JOHN GUARD
CHIEF DEPUTY ATTORNEY GENERAL
By the power delegated to him by
ASHLEY MOODY
ATTORNEY GENERAL

AGREEMENT FOR PRIVATE ATTORNEY SERVICES

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida, by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereinafter called the "Agency," and Liston & Deas, PLLC located at 605 Crescent Blvd., Suite 200, Ridgeland, MS 39157, hereinafter called the "Law Firm." This Agreement will bind the parties upon its execution by their duly authorized representatives.

WHEREAS, the Agency requires professional and specialized legal services in the matters described in this Agreement; and

WHEREAS, the Agency, acting for itself and *parens patriae* for and on behalf of the People of the State of Florida, has determined that the State may have claims, and the constitutional and statutory mandate to pursue such claims, for damages, declaratory relief, injunctive relief and other rights and remedies against Centene Corporation and its related entities operating in or on behalf of the State of Florida including Pharmacy Benefit Managers ("PBMs") and Medicaid Managed Care Organizations ("MCOs") contracting or interacting with the State and its various agencies related to and caused by the failure to adhere to their contractual or legal obligations to the State and any associated claims, causes of action, demands, disputes, controversies or issues involving or arising from such conduct (the "Litigation"), including but not limited to, violations of state statutes, regulations or other laws related to the provision of pharmacy services to the State of Florida; and

WHEREAS, the Law Firm is qualified with experience in the areas of law related to the Claim, such as, but not limited to specialized knowledge of the interactions involved in the pharmaceutical supply chain gained from years of pursuing these and other related claims on behalf of state clients, and has agreed to perform such professional and specialized legal

services.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. SERVICES

The Agency engages the Law Firm and the Law Firm will perform the services described in this Agreement and in Appendix A hereto. The Law Firm will perform as outside legal counsel and work collaboratively with the AGENCY to recover the Claim as described herein and in Appendix A (the Litigation). The attorneys in the Law Firm will serve as co-counsel and represent either the Attorney General and/or the State of Florida alongside the Agency's attorneys.

During the course of this Agreement, the Law Firm will not undertake to represent any other client in conflict with or against the Agency, the State of Florida or its agencies involving the subject matter of the litigation. The Law Firm will not represent another client adverse to the State of Florida or its agencies without the prior written consent of the Agency if the Law Firm has obtained confidential information of a nonpublic nature from the Agency as a result of its representation of the Agency in the litigation that, if known to the other client, could be used in the other matter by the other client to the material disadvantage of the State of Florida or its agencies.

ARTICLE 2. COMPENSATION

The Law Firm will be compensated for its services in accordance with the provisions of Appendix B of this Agreement.

ARTICLE 3. TERM

This Agreement, unless terminated, will extend through the conclusion, including appeal, by payment, judgment, settlement or voluntary or involuntary dismissal of any litigation assigned

under this Agreement. Notwithstanding any contrary provision in the Agreement, this Agreement may be terminated, without cause and without recourse, upon five business days' written notice to the other party. If this Agreement is terminated, the Law Firm will be reimbursed for services satisfactorily performed through the effective date of termination subject to any damages sustained by the Agency by virtue of any breach of this Agreement by the Law Firm.

ARTICLE 4. CONTROL AND MANAGEMENT OF THE MATTER

(A) The Agency and the Law Firm will consult from time to time about all significant aspects of any matter assigned under this contract. Nevertheless, it is understood that the Agency will have the final sole, and unreviewable authority to control all significant aspects of the Law Firm's handling of any case or matter under this contract.

(B) The Law Firm will consult with and obtain prior approval of the Agency on all policy and other major, substantive issues affecting any case or matter, including but not limited to the presentation, negotiation, and resolution of the litigation, the content of any pleading or other court document, and the selection of experts and consultants.

(C) The Agency will designate a member or members of its staff to monitor, review, and participate in the conduct of the litigation. The Agency may directly participate in any aspect of the litigation, at the discretion of the Agency. The Agency will have the right to substitute itself, or its designee, for the Law Firm on any aspect of the litigation when the Agency, in its sole discretion, finds that such a substitution would best serve the interests of the State of Florida.

(D) The Law Firm will perform the services described in this Agreement at such times and in such sequence as may be directed by the Agency and in compliance with any deadlines set

by any court and by any applicable rules.

(E) The Law Firm will hold status meetings with the Agency, at the Agency's request.

(F) Upon the request of the Agency, the Law Firm will promptly report, either orally or in writing as requested, on the status of the litigation, including, but not limited to, problems, strategy, analysis, and the like. The Law Firm will provide a comprehensive status report every three months, at a minimum. The Law Firm will disclose fully and accurately all facts and to keep the Agency apprised of all developments in the litigation.

(G) The Agency will designate one or more staff members to act as a liaison with any state agencies that become substantially involved in the litigation. To the extent feasible, the Law Firm will work through such liaison in communicating with the involved agencies. Copies of all written communications between the Law Firm and any state agencies relating to the litigation will be provided to the Agency.

ARTICLE 5. DOCUMENTATION

(A) The Law Firm will maintain detailed records that concern the provision of attorney services under this Agreement in accordance with section 287.059(16), Florida Statutes. These records will be maintained from the inception of the contractual relationship until at least four years after the expiration or termination of this Agreement and promptly provided to the Agency, upon request.

ARTICLE 6. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, the Law Firm must keep and maintain public records that are required by the Agency to perform the services specified in the Agreement. Upon the request of the Agency, the Law Firm must provide the 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 those specified in Chapter 119, Florida Statutes, or as otherwise provided by law. The Law Firm must ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following the completion of the Agreement, if the Law Firm does not transfer the records to the Agency. Upon completion of the Agreement, Law Firm will transfer to the Agency, at no cost, all public records in possession of Law Firm, or keep and maintain public records required by the Agency to perform the service. If Law Firm transfers all public records to the Agency upon completion of the Agreement, the Law Firm will destroy any duplicate public records that are exempt or confidential. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency,

Failure by the Law Firm to allow the public access constitutes grounds for unilateral cancellation of the Agreement by the Agency any time.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE LAW FIRM SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 7. E-PROCUREMENT

Prior to execution of this Agreement, the Law Firm will be registered electronically with

the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of the Agreement, then the Law Firm will so register within 21 days from the date of execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

ARTICLE 8. W-9 REQUIREMENT

The Department of Financial Services requires that vendors, including the Law Firm, have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete the Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 9. PAYMENT PROVISIONS

(A) The Law Firm will be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Any compensation that may be provided to the Law Firm will be subject to the requirements in section 16.0155(5), Florida Statutes, that in no event will the aggregate contingency fee exceed \$50,000,000.00. Any attorney's fees that might otherwise be due under this Agreement will be forfeited if, during the pendency of the Claim, the Law firm takes a public position that is adverse to the Agency's settlement or litigation posture, in accordance with section 287.059(7)(b), Florida Statutes.

(B) The Agency is exempt from payment of Florida state sales and use tax and Federal Excise tax. The Law Firm, however, will not use the Agency's Tax exemption number to secure any materials or services. The Law Firm will be responsible and liable for the payment

of all taxes resulting from this Agreement.

(B) The Law Firm will not pledge the Agency's credit or make the Agency a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

(C) Any payment for services will be issued in accordance with the provisions of section 215.422, Florida Statutes.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline at 1-800-848-3792.

(E) In accordance with the provisions of section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

ARTICLE 10. E-VERIFY

Pursuant to section 448.095 (2), Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify/employers>, to verify the employment eligibility of all new employees hired during the term of the Contract. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of the contract must use the U.S. Department of Homeland

Security's E-Verify System to verify the employment eligibility of new employees providing services under this contract. The OAG may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 11. SUBCONTRACTING

Subcontracting, assignment or transfer of all or part of the interest of the Law Firm in the work covered by this Agreement will be prohibited without the prior written consent of the Agency. In the event that the Agency gives such consent, the Law Firm will ensure that the terms and conditions of this Agreement apply to and bind the party or parties to whom such work is subcontracted, assigned or transferred as fully as the Law Firm is hereby bound and obligated.

ARTICLE 12. DELIVERY OF DOCUMENTS AT END OF TERM

All finished or unfinished documents, data, studies, correspondence, records, reports, and other products prepared by or for the Law Firm under this Agreement will be appropriately arranged, indexed, and delivered to the Agency within 15 days of the end of the term of this Agreement, for the exclusive use of the Agency.

ARTICLE 13. AMENDMENTS

Any modifications or changes to this Agreement must be mutually agreed upon and incorporated in a written amendment to this Agreement signed by both parties.

ARTICLE 14. INDEPENDENT CONTRACTOR

The Law Firm and any of its employees, agents or assigns are independent contractors and not employees or agents of the Agency.

ARTICLE 15. LIABILITY

The Agency will not be liable for the acts, omissions or negligence of the Law Firm, its agents, servants, and employees, nor will the Law Firm disclaim its own negligence to the Agency or any third party. The Law Firm will maintain, during the period of this Agreement, a professional liability insurance policy or policies for the professional services to be rendered hereunder.

ARTICLE 16. NONDISCRIMINATION AND COMPLIANCE

The Law Firm will comply with all applicable federal, state, and local laws and ordinances and will not discriminate on the grounds of race, national origin, religion, gender or physical disability in the performance of the work rendered under this Agreement.

ARTICLE 17. ADMINISTRATION OF AGREEMENT

(A) The Agency contract administrator is Chesterfield Smith, Jr., Associate Deputy Attorney General.

(B) The Law Firm contract administrator is W. Lawrence Deas, Partner.

(C) All written and oral approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees.

(D) All notices required herein must be given to the parties' contract administrators.

ARTICLE 18. COOPERATION WITH AGENCY INSPECTOR GENERAL

The Law Firm understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review or hearing. The Law Firm will comply with this duty and ensure that the subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

ARTICLE 19. PUBLIC ENTITY CRIME AND DISCRIMINATION

Pursuant to sections 287.133 and 287.134, Florida Statutes, and the definitions of the terms as set forth therein, the following restrictions apply to the persons or affiliates placed on the convicted vendor list regarding Public Entity Crime and the discriminatory vendor list regarding Discrimination.

(A) Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to section 287.133, Florida Statutes or for so long as they remain on the convicted vendor list. The Law Firm certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the Agency within five days of its, or any of its affiliate's, placement thereon.

(B) Discrimination. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact

business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, or for as long as they remain on the discriminatory vendor list, pursuant to section 287.134, Florida Statutes. The Law Firm certifies that neither it nor any affiliate has been placed on such discriminatory vendor list and will notify the Agency within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments and appendices, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. The parties have not relied on any communications not set forth in this Agreement, its attachments, addenda, and appendices.

ARTICLE 21. APPLICABLE LAW AND VENUE

This Agreement will be governed by and construed under the laws of the State of Florida. All litigation arising under the Agreement will be instituted only in the Circuit Court in and for Leon County, Florida.

ARTICLE 22. SPECIAL CONDITIONS

(A) The Law Firm will permanently refrain from using or mentioning its association with the Agency in advertisements, letterhead, business cards, etc. The Law Firm's service to the Agency may be generally stated and described in the Law Firm's professional resume. The Law Firm may not give the impression, in any event or manner, that the Agency recommends or endorses the Law Firm.

(B) All contacts with or inquiries from the news media in connection with either the

litigation or the services rendered under this Agreement will be promptly referred to the Agency contract administrator for response.

(C) Any material that is produced or developed in connection with this Agreement will remain the exclusive property of the Agency and may not be copyrighted, patented or otherwise restricted as provided by law. The Law Firm does not have any proprietary interest in any products developed or produced under this Agreement.

(D) The Agreement is signed by an authorized representative of the Agency, who will also maintain custody of the Agreement. The Agreement is signed by a member of the Law Firm authorized to legally bind the firm.

(E) The Law Firm acknowledges that the Agency is required to comply with laws regarding the sharing of information received from law enforcement agencies. The Law Firm further acknowledges that the Agency will not disclose communications from or with other state or federal governmental authorities or apprise the Law Firm of developments relating to investigations or litigation initiated by other state or federal governmental authorities if such communications or developments are provided to the Agency on a confidential basis.

IN WITNESS WHEREOF, the Agency and the Law Firm have executed this Agreement.

LAW FIRM:



W. Lawrence Deas
Partner

Date: 9/17/21

AGENCY:



John Guard
Chief Deputy Attorney General

Date: Dec 28, 2021

47-5519712

FEID Number

Contract #K 05219

APPENDIX A TO THE AGREEMENT FOR PRIVATE ATTORNEY SERVICES

DESCRIPTION OF SERVICES

1. The Law Firm will provide legal services to the Agency relating to claims for damages, declaratory relief, injunctive relief and other rights and remedies against Centene Corporation and its related entities operating in or on behalf of the State of Florida including Pharmacy Benefit Managers ("PBMs") and Medicaid Managed Care Organizations ("MCOs") contracting or interacting with the State and its various agencies related to and caused by the failure to adhere to their contractual or legal obligations to the State and any associated claims, causes of action, demands, disputes, controversies or issues involving or arising from such conduct (the "Litigation"), including but not limited to, violations of state statutes, regulations or other laws related to the provision of pharmacy services to the State of Florida.

The Law Firm's attorneys will serve as co-counsel and represent either the Attorney General and/or the State of Florida alongside the Agency's attorneys.

2. The services will consist of the following and such other services as may be assigned by the Agency to the Law Firm, subject to Article 4 of the Agreement:

(A) Providing counsel, representation, claim preparation, litigation, trial, and appellate services to carry out the litigation as necessary.

(B) Investigation, research, document review, and data analysis necessary to carry out the litigation.

(C) Preparing and providing to the Agency all documents and instruments that the Agency deems necessary or appropriate to carry out the litigation, and in such form as the Agency deems necessary or appropriate, including but not limited to electronic, magnetic or

paper.

- (D) Hiring any and all consultants and experts necessary to carry out the litigation.
- (E) Being available upon the reasonable request of the Agency to consult with any group or person designated by the Agency regarding the litigation.
- (F) Taking any and all legal action necessary to collect any recovery resulting from judgment entered in, or settlement of, the litigation.
- (G) All other legal services necessary to successfully carry out the litigation.

**APPENDIX B TO THE AGREEMENT FOR PRIVATE ATTORNEY SERVICES
FEES AND REIMBURSEMENT STRUCTUE**

1. The Law Firm will first seek to have its reasonable attorney's fees, costs, and expenses paid by one or more of the parties legally responsible for the subject Litigation. The Law Firm's recovery from the responsible parties will be pursuant to the requirements of Chapter 16.0155, Fla. Stat. The State's gross monetary recovery on the Litigation will not include the value of any injunctive relief or any other similar non-monetary recovery or conduct relief.

2. In the event of a successful monetary resolution of the Litigation during the course of this Agreement, but where the responsible parties do not pay the Law Firm for its reasonable attorney's fees, the parties will seek to reach an agreement on the appropriate contingency fee to be paid by the Agency to the Law Firm. If the parties are unable to agree on the appropriate fee within 30 days after the successful monetary resolution and settlement of the Litigation, any controversy or claim arising out of or related to this Appendix B concerning attorney's fees will be resolved by formal, binding arbitration proceedings initiated through, and administered by, the American Arbitration Association, www.adr.org, under its Commercial Arbitration Rules, with the hearing to be conducted in Leon County, Florida, before a single arbitrator selected by the Agency who is a retired state or federal judge. The parties further agree to accept the arbitrator's award as final and binding on them and not subject to any administrative appeal or judicial challenge. The arbitrator will determine the attorney's fees to be paid to the Law Firm for its work based on the factors set forth in the Rules Regulating Fla.

Bar 4-1.5(b), entitled "Factors to Be Considered in Determining Reasonable Fees and Costs," provided that in no event may the arbitrator's award to be paid by the Agency to the Law Firm exceed the amounts as more fully stated in Chapter 16.0155, Fla. Stat.. The Law Firm and the Agency will split equally the cost of any arbitration proceeding.

3. The Law Firm will advance and bear all costs and expenses, including but not limited to, travel expenses, deposition, hearing, and trial transcripts, expert witness and consultant fees and expenses, copying charges, etc. necessary to fulfill the terms of this Agreement. The Agency will not be liable to reimburse the Law Firm for any other costs or expenses it advanced or incurred in fulfilling the terms of this Agreement.

4. Compensation of counsel associated by the Law Firm pursuant to Article 11 of this Agreement (including reimbursement of any costs and expenses advanced or incurred by such counsel) will be determined solely by agreement between the Law Firm and such associated counsel. The Agency will have no fiscal responsibility or liability for compensation of such counsel. The Law Firm agrees to indemnify, defend, and hold harmless the State of Florida (including the Agency or any agencies of the State, against any claim for compensation or reimbursement of costs or expenses asserted by counsel associated by the Law Firm pursuant to Article 11 of this Agreement.