

AGENT TERMS & CONDITIONS

1. AGENT DUTIES AND AUTHORITY:

1.1 **Agent Eligibility** - Agent shall maintain Agent Eligibility in order to continue participating in the Florida Health Choices Program established in Section 408.910, Florida Statutes (the "Program").

1.2 **Payment of Fees and Dues** – Agent agrees to timely pay all fees and dues required by Florida Health Choices, Inc. for participation in the Program.

1.3 **Errors & Omissions Insurance** - Agent agrees to obtain and maintain Errors and Omissions Insurance coverage with minimum amounts of \$1,000,000 per incident and \$1,000,000 aggregate, or such higher amounts as may be required by law. Agent shall provide to Program upon request certificates of insurance evidencing such coverage. Agent agrees to make best efforts to provide Program with thirty (30) days prior written notice, and in any event will provide notice as soon as reasonably practicable, or any modification, termination or cancellation of such coverage.

1.4 **Contract & Independent Relationship** - Florida Health Choices and Agent are separate and independent entities. The relationship between Florida Health Choices and Agent is purely contractual and neither Florida Health Choices' nor Agent's employees, servants, or representatives shall be considered an employee, servant, or representative of the other, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venture, agency between Agent and Florida Health Choices or the Program in any manner for any other purpose, other than as specifically provided in this Agreement. As independent contracting Parties, Florida Health Choices and Agent shall maintain separate and independent management, and each has full unrestricted authority and responsibility regarding its organization and structure. As an independent contractor, neither party shall have a claim to compensation except as provided in this Agreement and Agent shall not be entitled to reimbursement from Florida Health Choices for expenses incurred in performing this Agreement.

1.5 **Member Application** - Agent agrees to comply with the rules of the Program relating to the completion and submission of applications, and to make no representation with respect to the benefits of any benefit contract or policy offered by Program or its approved vendors not in conformity with the material prepared and furnished to Agent for that purpose by the Program. Agent shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant and the completed application fully and accurately reflects and discloses the circumstances of persons for whom coverage is sought in the application. Agent further agrees to inform every applicant that the Program's vendors will rely upon said health representations in the underwriting process, and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented may result in the rescission of any benefit contract or policy entered into through the Program. Agent will also inform the

applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Program and a benefit contract or policy is issued. Agent shall provide applicants with the disclosures required under Florida law and those required by the Program.

1.6 *Changes to Terms* - Agent is not authorized to, and agrees not to, enter into, alter, deliver or terminate any benefit contract or policy offered through the Program, extend the time of payment of any charges or premiums, or bind Florida Health Choices in any way without the prior written permission of Florida Health Choices. Agent acknowledges and agrees that Florida Health Choices reserves the right, in accordance with applicable law or its policies, to reject any and all applications submitted by Agent.

1.7 *Materials*

(a) Any applications, printed materials and any other sales materials provided to aid Agent in processing information for applications for insurance are the exclusive property of Florida Health Choices and its vendors and are to be used by Agent only in the promotion and presentation on behalf of and for the exclusive benefit of Florida Health Choices. At the request of Florida Health Choices, all materials provided to Agents shall be returned upon the termination or expiration of this Agreement. Agent shall not make use of any advertisement or any other material in which the name or logo of Florida Health Choices is used without Florida Health Choices' express consent.

(b) Agent shall not broadcast, publish or distribute any advertisements or other materials relating to Program Products, not originated by Florida Health Choices, nor use the name, trademark or logo of Florida Health Choices or any of its subsidiaries or affiliates in any way or manner without Florida Health Choices' prior written consent and then only as specifically authorized in writing by Florida Health Choices. The restrictions on promotional and descriptive materials included in this paragraph includes, but is not limited to, internet communications or any other electronic transmissions representing Program Products, brochures, telephone directory advertisements (print or electric) and Agent or Program listings.

1.8 *Member Information Safeguards and Breach Reporting* – “Member” shall include an applicant, employer, enrollee or parents of an enrollee (if under the age of 18) in the Program. “Member Information” shall include: (i) “protected health information” (within the meaning of 45 C.F.R. Parts 160-164)(“PHI”) under the federal Health Insurance Portability and Accountability Act and applicable regulations (collectively “HIPPA”); and (ii) non-public personal information under the Gramm Leach Bliley Act and applicable state law and/or regulations (“NPPI”) such as, but not limited to, Member identification numbers, addresses, or phone numbers. In the event the Agent obtains access to Member Information in the course of performing his or her duties under this Agreement, Agent shall be subject to the following terms:

(a) Agent shall not use or disclose Member Information for any purpose other than to perform his or her duties under this Agreement or as required by law. Agent may disclose Member Information in his or her capacity as Agent, as necessary for the purposes described in

the preceding sentence, if: (i) the disclosure is required by law; or (ii) Agent obtains authorization from the Member to disclose the Member Information, and Agent obtains from the person to whom the Member Information is disclosed a written agreement that the Member Information will be held confidentially and will not be used or further disclosed except as required by law or for the purpose for which it was disclosed.

(b) Agent agrees not to make any changes to any application enrollment forms, statements of health or any other forms or documents provided by individuals or their eligible dependents in connection with enrollment in the Program Products.

2. TERM AND TERMINATION:

2.1 This Agreement shall continue from month to month unless terminated in accordance with this Paragraph 2.

2.2 This Agreement may be terminated at any time upon the mutual written consent of all parties.

2.3 Florida Health Choices may terminate this Agreement for failure to comply with the Agent Terms & Conditions by providing notice to Agent.

2.4 This Agreement will automatically terminate if Florida Health Choices, in its sole discretion, determines that the Agent no longer meets the Agent Eligibility Requirements for participation in the Program; has acted in a manner that is materially detrimental to Florida Health Choices; or in the event of Agent's death.

2.5 Upon termination of this Agreement, Agent shall notify Florida Health Choices within 24 hours of any matters pending with the Program, including but not limited to applications, so that such matters may be addressed by the Program. Agent shall not be entitled to a pro rata reimbursement of monthly application, maintenance fees or dues in the event the Agreement is terminated before the end of the month.

3. GENERAL:

3.1 Method of Communication & Notices - All notices, requests, demands, and other communication required or permitted hereunder shall be in writing and shall be deemed sufficiently given upon actual receipt if delivered in person or upon date of mailing if delivered by registered or certified mail, postage prepaid, return receipt requested, addressed to the last known address of the Party to be notified or such other address as such Party may hereafter specify in writing for the purpose of providing notice.

For Legal Notice: Brewton Plante, P.A.
 225 South Adams Street, Suite 250
 Tallahassee, Florida 32301

Agent agrees to notify Florida Health Choices immediately of any expiration, termination, suspension or other action by the Office of Insurance Regulation or any other governmental

entity affecting Agent's license or eligibility. Agent further agrees to notify the Program in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty.

3.2 Records - Agent agrees to maintain complete and separate records for the Program for a period of at least seven (7) years of all transactions pertaining to this Agreement, applications submitted to the Program, and any other documents pertaining to the Program. Agent shall fully cooperate with Florida Health Choices in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection if it is determined by the Company that the investigation or proceeding affects matters covered by, relating to, or arising from this Agreement.

3.3 Compliance with State and Federal Law - Agent shall comply with all applicable state and federal laws and regulations applicable to their businesses, their licenses and the transactions into which they enter. This Agreement shall be governed by the Laws of Florida. Venue for any action resulting from this Agreement shall be in Leon County, Florida.

3.4 Limitation of Liability - Notwithstanding Paragraph 1.4 of this Agreement, Florida Health Choices' liability, if any, for damages to Agent for any cause whatsoever arising out of or relating to this Agreement, and regardless of the form of action, shall be limited to Agent's actual damages. Florida Health Choices shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of any action, inaction, or alleged tortuous conduct or delay by Florida Health Choices or the Program. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, any rights, remedies, obligations or liabilities. Notwithstanding Paragraph 1.3 or any other provision in this Agreement to the contrary, Agent shall not be liable for errors which occur solely as a result of errors in the Florida Health Choices portal.

3.5 Legal Expense - Agent shall hold Florida Health Choices harmless and defend any act or alleged act of Agent at its own expense. Agent shall reimburse Program for all costs, expenses or legal fees that Program incurs for the defense of any administrative action in which Program or Agent is named and which is determined by a court of competent jurisdiction or by an appointed arbitrator to be the consequence of any unauthorized act of Agent.

3.6 Terms which Survive Termination - In addition to those provisions which by their terms survive termination of this Agreement, Paragraphs 1.2, 1.4, 1.7, 1.8, 2.5, 3.2, 3.4 and 3.5 shall survive termination of this Agreement, regardless of the cause giving rise thereto.

3.7 Modification - Florida Health Choices may modify the Terms and Conditions of this Agreement upon thirty (30) days written notice to Agent, which notice may be provided by letter or electronically.

3.8 Entire Agreement - The Terms and Conditions contained in the preceding Paragraphs constitute the sole and complete Agreement between the parties regarding Agent's participation in the Program subsequent to the Effective Date of this Agreement and supersedes any and all prior understandings or agreements between the parties whether oral or in writing on this subject matter.

Buyer has fully read, fully understands, and agrees to the Terms and Conditions above. By checking this box, Agent certifies that he or she complies with the Buyer Eligibility requirements for participation in the Program.

☐ I agree Effective Date (insert date)

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