

**Exhibit B**

**FLORIDA HEALTH CHOICES, INC.**

**STANDARD SERVICES CONTRACT**

This Contract is entered into between Florida Health Choices, Inc. ("FHC"), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and ~~[enter entity's COMPLETE LEGAL name], name of state and state type of business entity ("ENTITY")~~Connecture, Inc., ("Entity" or "Connecture") a Delaware corporation, having its principal place of business at 101 Marietta Street, Suite 1600, Atlanta, GA 30303, to provide \_\_\_\_\_ services.

**BACKGROUND**

~~Use in place of recitals with the traditional "whereas" statements.~~

~~Purpose: to provide a brief summary and background of agreement and to put agreement and its purpose in context.~~

~~Use complete sentences.~~

Entity is the owner of proprietary computer software known as StateAdvantage that enables consumers, employer groups, insurance agents and brokerages, navigators, state exchanges and other entities to compare health insurance plans, receive purchase recommendations and acquire health insurance via the internet, administer health insurance business and customer accounts, manage renewals, and manage the supporting business process workflow including underwriting and distribution.

FHC wishes to license certain modules of the StateAdvantage software and to retain Entity to configure, implement and provide additional services and support as identified herein.

THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

**Section 1 Definitions**

~~1-1.1-1~~ "Applicant" means those employers, individuals, vendors, and health insurance agents as set forth in Section 408.910(4), F.S."

"Connecture Intellectual Property" or "Connecture IP" means the Software (including but not limited to the Source Code for the Software), Connecture trade secrets, any work product (including but not limited to all Source Code for any work product), Connecture proprietary information, and all Documentation; any modifications, copies, enhancements, adaptations, and derivative works thereof; and the techniques and ideas

embodied and expressed in the foregoing, including but not limited to the structure, sequence, and organization of the foregoing.

“Data Center” means the co-location facility that contains the hardware provided by Connecture that runs the Software and the Hosted System.

“Documentation” means all written (including electronic) documents and procedures relating to the Software, or any derivative works thereto, including technical and operating manuals.

“Hosting Services” means those services described in Attachment G (Hosting Services).

“Hosted System” means the Data Center, servers, file exchanges and integration between FHC and Connecture, and third party software (as identified herein) provided by Connecture, in each case, which is utilized to provide the Hosting Services.

1-2 “Enrollee” means an individual who meets FHC standards of eligibility and has been enrolled in the Program.

1-3 “Florida Statutes” (F.S.) means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Contract.

1-4 “Liquidated Damages” mean the amounts stipulated in this Contract or any Attachments, and agreed to by the Parties as a reasonable estimation of the losses if the ENTITY breaches the terms of the Contract or fails to perform its obligations fully, correctly and on time, as determined in the sole discretion of FHC. The Parties agree that the actual damages in such situations are uncertain and difficult to ascertain. The Parties’ mutual intent in establishing the liquidated damages as set forth in this Contract is to make a good-faith effort and estimation of damages, not to penalize ENTITY.

“Production Acceptance” means the acceptance and approval of the Software for the deployment into production, occurring at the completion of the user acceptance testing phase of the project, subject to the “sign off” process set forth in the applicable SOW.

“Professional Services” means those services delivered and performed by Entity for FHC as described in any applicable Statement of Work and/or Change Order.

“Software” or “Connecture Software” means Entity’s core software product and modules that it offers commercially to its customers, and that may be configured to meet FHC’s requirements. A description of the Software modules that will be licensed to FHC following the payment of applicable license fees is included in Attachment F.

"Source Code" means the human readable embodiment of the software code, in or on any electronic media, and all related documentation for such software.

"Users" means any individual(s) or organizations that may access or utilize the Hosted System

~~1-4~~1-5

~~1-5~~1-6 ~~1-5~~ "Program" means the program administered by FHC as created by and governed under section 408.910, F.S. and related state and federal laws.

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## **Section 2 Term of this Contract**

The term of this Contract is for \_\_\_\_\_ (#) years. The Effective Dates are:

This Contract shall begin on \_\_\_\_\_, 20\_\_.

This Contract shall end on \_\_\_\_\_, 20\_\_.

This Contract may be extended at FHC's option for one additional year beyond the initial term indicated above. FHC agrees to notify ENTITY by \_\_\_\_\_, 20\_\_ if FHC does not intend to exercise the one year extension. Thereafter, this contract may be extended only by mutual consent of both parties.

## **Section 3 Fees and Costs**

3-1 In consideration for the Software License provided in Attachment F and services performed under this Contract, FHC agrees to pay ENTITY at the rate of \_\_\_\_\_ per \_\_\_\_\_ for the performance of services under this Contract the fees and compensation set forth in each applicable Statement of Work for Professional Services and as set forth in Attachment H as applicable. . However, all billing must be itemized with specificity as to time, date, purpose and specific number of hours the services and fees being invoiced.

3-2 For the purposes of fulfilling the obligations of this Contract within the scope of its terms, ENTITY may be entitled, in addition to the payment agreed to in subsection 2-1 above, to receive from the funds of FHC, reimbursement for per diem and travel expenses as provided by Section 112.061, F.S., in the same amounts and under the same procedures as Board Members of FHC are entitled to such reimbursements pursuant to Section 408.91, F.S. FHC recognizes that Entity will incur and seek reimbursement for pre-approved reasonable expenses in rendering services and training, including reasonable travel and transportation expenses, lodging, meals and other project related expenses. Per diem and travel expenses, as well as incidentals not specified in this Contract, for which

reimbursement is sought must be approved by an authorized officer or employee of FHC before they are incurred for reimbursement to be considered. In addition, ENTITY may be entitled to receive reimbursement for necessary photocopy costs at the rate of twenty (20) cents per page and tele-copies at a rate of one dollar (\$1.00) per page. Reimbursement for postage, express mail and long distance phone calls will be for the expense actually incurred by ENTITY and must be itemized with specificity in billings to FHC so as to identify the individual costs.

- 3-3 ENTITY agrees to bill FHC monthly for all ~~time and~~ charges incurred in meeting the obligations of this Contract. Such bills will include the specificity required by this section of the Contract.
- 3-4 FHC will make payment to ENTITY within thirty (30) calendar days of receiving an invoice from ENTITY provided such billing is in accordance with the terms of this Contract. If FHC requests detail or clarification regarding an invoice, payment shall be made within thirty (30) calendar days of receipt of the detail or clarification.
- 3-5 In the event FHC disagrees with or questions any amount due under an invoice, FHC agrees to pay the amount not in disagreement in accordance with the terms of this Contract, and communicate such disagreement to ENTITY in writing within thirty (30) calendar days of the invoice date. Any claim not made within that period shall be deemed waived.
- 3-6 The parties agree that under no circumstances shall the total charges to FHC for the performance of this Contract and all associated costs exceed \$\_\_\_\_\_.

#### Section 4 Duties of ENTITY

##### 4-1 Deliverables

A. ~~[REFER TO ATTACHMENT E AND ABOVE OR INSERT PARTICULARS OF DELIVERABLES AS NEEDED IF RFP AND RESPONSE ARE INCLUDED IN ATTACHMENT INCLUDE ANY SPECIFICITY NEEDED TO PREVENT CONFLICTS OR CLARITY ISSUES]~~Entity shall perform and provide to FHC, as applicable, Hosting Services, Professional Services Software Maintenance, and Entity shall provide the FHC product configurations as specified in the Statement of Work attached hereto as Attachment E.

B. Software License. The terms and conditions of the license agreement are described in Attachment F (Software License Usage and Software Maintenance Agreement).

##### 4-2 Records Retention and Accessibility

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- A. ENTITY agrees to maintain books, records and documents in accordance with generally acceptable accounting principles which sufficiently and properly reflect all expenditures of funds provided by FHC under this Contract.
- B. Upon reasonable advance notice, ENTITY shall ~~have all~~make available records used or produced in the course of the performance of this Contract ~~available at all reasonable times~~ for inspection, review, or audit ~~or copying~~ to FHC, ~~any vendor contracted with FHC~~ or any state or federal regulatory agency as authorized by law or FHC. Access to such records will be during normal business hours and will be ~~either~~ through on-site review of records or by agreement of the parties, through the mail. These records shall be retained for a period of at least five (5) years following the term of this Contract, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all tasks are completed.
- C. ENTITY agrees to cooperate in any evaluative efforts conducted by FHC or an authorized subcontractor of FHC both during and for a period of at least five (5) years following the term of this Contract. Entity may object to the use of an authorized subcontractor of FHC if the subcontractor can reasonably be considered to be a competitor of Entity. These efforts may include a post-Contract audit if required by state or federal law.
- D. Additionally, ENTITY agrees to provide to FHC, by July 1<sup>st</sup> (first) each year, an audited financial statement for ENTITY'S preceding fiscal year. If such is not customarily available in the ordinary course of ENTITY'S business, then a written statement from an accountant verifying the financial stability of ENTITY shall be submitted and be subject to the approval of the Chief Executive Officer.
- E. ENTITY shall include all the requirements of this subsection in all approved subcontracts and assignments and ENTITY agrees to require subcontractors and assignees to meet these requirements.

#### 4-3 Use of Subcontractors or Affiliates

ENTITY may contract with subcontractors or affiliates to deliver services under this Contract subject to the following conditions.

- A. ENTITY identified the subcontractor or affiliate in its response to the RFP for covered by this Contract.
- B. ENTITY has provided FHC with a copy of the current contract or other written agreement and any amendments for services under this Contract

between ENTITY and the subcontractor or affiliate. FHC shall have the right to withhold its approval of any such contracts, agreements and amendments.

- C. ENTITY'S Contract with the subcontractor or affiliate fully complies with all terms and conditions of this Contract between ENTITY and FHC.
- D. ENTITY agrees to notify FHC in advance of the termination of such agreements with any subcontractor or affiliate.
- E. ENTITY shall provide FHC with advance notice of ENTITY'S intent to contract with any new subcontractors or affiliates for services covered under this Contract. Prior to execution, ENTITY shall forward for FHC's review and approval any proposed agreement for services with subcontractors or affiliates.
- F. By April 1<sup>st</sup> (first) each year, ENTITY agrees to provide FHC with an annual report listing, for the previous calendar year, all subcontractors or affiliates that performed services under this Contract for ENTITY and attaching a copy of ENTITY'S executed contracts with such subcontractors and affiliates.

All agreements between ENTITY and its subcontractor or affiliates to provide services under this Contract shall be reduced to writing and shall be executed by both parties. All such agreements shall also be available to FHC within seven (7) business days of request for production.

Failure of ENTITY to comply with the provisions of this section shall constitute a breach and renders this Contract subject to cancellation by FHC.

#### 4-4 Indemnification

ENTITY shall indemnify, defend and hold FHC, its officers, directors, agents and employees harmless from all claims, losses, suits, judgments or damages, including court costs and attorneys fees, arising out of :

- A. negligence, intentional torts or breach of contract by ENTITY;
- B. any claims or losses attributable to the acts of any subcontractor, person or entity performing or furnishing services, materials, or supplies on behalf of ENTITY in connection with the performance of this Contract whether or not known to FHC; or
- C. any failure of ENTITY, its officers, employees or subcontractors to observe the requirements of applicable Florida or federal law, regardless of whether FHC knew or should have known of such failure.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the FHC's negligence. This clause will not be construed to bar any legal remedies that Entity may have for the State's failure to fulfill its obligation under this contract. Additionally, Entity will not be liable to FHC for any loss, damages or liabilities attributable to or arising from the failure of FHC or another FHC contractor to perform a service or activity in connection with this contract or Entity's prudent and diligent performance of the obligations under this contract in compliance with instructions given by FHC.

#### 4-5 Insurance

ENTITY shall not commit any work in connection with the Contract until it has obtained all types and levels of insurance required and approved by FHC. Such coverage may include but not be limited to worker's compensation, liability, fire insurance, and property insurance depending upon the types of services being provided and shall be attached as Attachment\_\_\_ to this contract. Within ten (10) days of contract execution, ENTITY shall provide FHC proof of coverage of insurance by a certificate of insurance. FHC shall be provided proof of coverage of insurance by a certificate of insurance within ten (10) business days of contract execution. Continuing evidence of insurance coverage must be provided to FHC by July 1<sup>st</sup> of each year.

FHC shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such a deductible shall be the sole responsibility of ENTITY and/or subcontractor holding such insurance. The same holds true of any premiums paid on any insurance policy pursuant to this Contract. Failure to provide proof of coverage when requested may result in the Contract being terminated.

#### 4-6 Limitation of Liability

If Entity shall be found liable to FHC for any matter relating to or arising from this contract, the aggregate amount of damages recoverable against Entity shall not exceed \$400,000.

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### **Section 5 General Terms and Conditions**

#### 5-1 Amendment

This Contract may be amended by mutual written consent of the parties at any time. This Contract shall automatically be amended to the extent necessary from time to time to comply with state or federal laws upon notice by FHC to ENTITY to that effect.

#### 5-2 Assignment

This Contract and the monies that may become due under it may not be assigned by ENTITY without the prior written consent of FHC. Any purported assignment without such consent shall be deemed null and void.

#### 5-3 Attachments

Attachments A through \_\_\_\_ are all incorporated into this Contract by reference. Any conflict between these Attachments and this Contract, the Attachment shall control.

#### 5-4 ~~Attorney Fees~~

~~In the event of any legal action, dispute, litigation or other proceeding with relation to this Contract, FHC shall be entitled to recover from ENTITY its attorney fees and costs incurred, whether or not suit is filed, and if filed, at both trial and appellate levels. Legal actions are defined to include administrative proceedings.~~

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#### 5-5 Bankruptcy

FHC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event ENTITY or any of its approved subcontractors file a petition for bankruptcy or for approval of a plan of reorganization or arrangement under the Bankruptcy Act. ENTITY shall give FHC notice of the intent to petition for bankruptcy or reorganization or arrangement at the time of the filing and immediately provide a copy of such filing to FHC. FHC shall have thirty (30) calendar days to elect continuation or termination of this Contract.

#### 5-6 Change of Controlling Interest

FHC shall have the absolute right to elect to continue or terminate this Contract, at its sole discretion, in the event of a change in the ownership or controlling interest of ENTITY or any of its approved subcontractors. ENTITY shall give FHC notice of regulatory agency approval, if applicable, prior to any transfer or change in control of documentation of the change of regulatory agency approval is inapplicable. FHC shall have thirty (30) calendar days after receipt of such notice to elect continuation or termination of this Contract.

#### 5-7 Confidentiality and Ownership of Intellectual Property

##### 5-7-1 Confidentiality

ENTITY shall treat all information, particularly personal or identifying information relating to Applicants or Enrollees that is obtained through its performance under this Contract, as confidential information to the extent confidential treatment is provided under state and federal laws. ENTITY shall not use any information obtained in any manner except as necessary for the proper discharge of its obligations and to secure its rights under this Contract. Such information shall not be divulged without written consent of FHC, the Applicant or the Enrollee.



This provision does not prohibit the disclosure of information in summary, statistical or other form which does not identify particular individuals.

ENTITY and FHC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. Neither party will disclose or allow others to disclose proprietary information as determined by law by any means to any person without prior written approval of the other party. All proprietary information will be so designated. FHC shall treat all Connecture Intellectual Property as confidential and proprietary information and shall not disclose any such information to others without Connecture's consent. This requirement does not extend to routine reports and membership disclosure necessary for efficient management of the Program.

ENTITY understands that FHC is subject to the Florida Public Records Act, Section 119.07, F.S. and therefore all such information may be considered a public record and open to inspection. ~~Thus, unless otherwise confidential or exempted by law, ENTITY shall allow public access to all documents, papers, letters, electronic correspondence or other material subject to the provisions of Chapter 119, F.S. and made or received by ENTITY in conjunction with this Contract. However, ENTITY agrees to advise FHC of any requests to release prior to the release of~~ any such information.

#### 5-7-2 Ownership of Intellectual Property

Connecture is and shall at all times be the sole and exclusive owner of all rights, title, and interests, including all Intellectual Property Rights, in the Software (including but not limited to the Source Code for the Software), in its Trade Secrets, the Work Product (including but not limited to all Source Code for the Work Product), Connecture proprietary information, and all Documentation; any modifications, copies, enhancements, adaptations, and derivative works thereof; and the techniques and ideas embodied and expressed in the foregoing, including but not limited to the structure, sequence, and organization of the foregoing.

Except as set forth in the Agreement, no express or implied license or right of any kind is granted to FHC regarding the Connecture Intellectual Property, including, but not limited to, any right to know, use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, disassemble, decompile, or reverse engineer or create derivative works based on the Connecture Intellectual Property or any portions thereof, or obtain possession of any Source Code or other technical material relating to the Connecture Intellectual Property. FHC does not acquire any rights, express or implied, in the Work Product other than those expressly specified in this Agreement.

### 5-8 Conflicts of Interest

#### 5-8-1 Conflicts of Interest

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ENTITY confirms that to the best of its knowledge, the responsibilities and duties assumed pursuant to this Contract are not in conflict with any other interest to which ENTITY is obligated or from which ENTITY benefits. Further, ENTITY agrees to inform FHC immediately after becoming aware of any conflicts of interest which it may have with the interests of FHC, as set forth in this Contract and which may occur in the future.

Within ten (10) days of contract execution, ENTITY shall submit a disclosure form identifying any relationships, financial or otherwise with any FHC Board Member, or any employee of FHC.

#### 5-8-2 Gift Prohibitions

In accordance with FHC Corporate Policies, ENTITY affirms its understanding that FHC Board Members and FHC Employees are prohibited from accepting any gifts, including but not limited to, any meal, service or item of value even de minimus from those entities that conduct or seek to conduct business with FHC.

#### 5-8-3 Non-Solicitation

ENTITY recognizes and acknowledges that as a result of this Contract ENTITY will come into contact with employees of FHC and that these employees have received considerable training by FHC. ENTITY agrees not to solicit, recruit or hire any individual who is employed by FHC during the term of this Contract. This prohibition shall be in effect for both the term of this Contract and twelve (12) months immediately following its termination.

#### 5-9 Entire Understanding

This Contract with all Attachments incorporated by reference embodies the entire understanding of the parties relating to the subject matter of this Contract, and supersedes all other agreements, negotiations, understanding, or representations, verbal or written, between the parties relative to the subject matter hereof.

#### 5-10 Force Majeure

Neither party shall be responsible for delays or failure in performance of its obligations under this Contract resulting from acts beyond the control of the party. Such acts shall include, but are not limited to, blackouts, riots, acts of war, terrorism, epidemics, government regulations or statutory amendments adopted following the date of execution of this Contract, fire communication line failure, computer hardware failure, computer executive software failure, power failure or shortage, fuel shortages, hurricanes or other natural disasters.

#### 5-11 Governing Law; Venue

This Contract shall be governed by applicable state and federal laws and regulations as such may be amended during the term of the Contract, whether or not expressly included or referenced in this Contract.

ENTITY agrees to comply with the following provisions as such may from time to time be amended during the term of this Contract:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended 29, U.S.C. 601 et seq., which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9848, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The American Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires accommodation for persons with disabilities.
- G. Section 274A (e) of the Immigration and Nationalization Act, FHC shall consider the employment by any contractor of unauthorized aliens a violation of this Act.
- H. OMB Circular A-102, A-87, 45 CFR-92 and Attachment A of this Contract. Covered transactions include procurement contracts for services equal to or in excess of one hundred thousand dollars (\$100,000.00) and all non-procurement transactions.
- I. All applicable state and federal laws and regulations governing FHC.
- J. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

ENTITY agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract and such compliance is binding upon ENTITY, its successors, transferees and

assignees for the period during which services are provided. ENTITY further agrees that all contractors, subcontractors, subgrantees or others with whom it arranges to provide goods, services or benefits in connection with any of its programs and activities are not discriminating against either those whom they employ nor those to whom they provide goods, services or benefits in violation of the above statutes, regulations, guidelines and standards.

It is expressly understood that evidence of ENTITY'S refusal or failure to substantially comply with this section or such failure by ENTITY'S subcontractors or anyone with whom ENTITY affiliates in performing under this Contract shall constitute a breach and renders this Contract subject to unilateral cancellation by FHC.

Any legal action with respect to the provisions of this Contract shall be brought in state court in Leon County, Florida.

#### 5-12 Independent Contractor

The relationship of ENTITY to FHC shall be solely that of an independent contractor. The parties acknowledge and agree that neither party has the authority to make any representation, warranty or binding commitment on behalf of the other party, except as expressly provided in this Contract or as otherwise agreed to in writing by the parties, and nothing contained in this Contract shall be deemed or construed to (i) create a partnership or joint venture between the parties or any affiliate, employee or agent of a party; or (ii) constitute any party or any employee or agent of a party as an employee or agent of the other party.

#### 5-13 Name and Address of Payee

The name and address of the official payee to whom the payment shall be made:

For ENTITY:

Name  
Address  
Email

#### 5-14 Notice and Contact

All notices required under this section shall be in writing and may be delivered by certified mail with return receipt requested, by facsimile with proof of receipt, by electronic mail with proof of receipt or in person with proof of delivery.

Notice required or permitted under this Contract shall be directed as follows:

For FHC:

Administrative Services Manager  
Florida Health Choices, Inc.

225 South Adams Street, Suite 250  
Tallahassee, FL 32301  
850-222-0933 (Phone)  
850-222-8222 (Fax)

**For ENTITY:**

**Name**

**Address**

**Phone/fax**

**Email**

**Connecture, Inc.**

**One Riverwood Place**

**N17 W24222 Riverwood Drive, Suite 330**

**Waukesha, WI 53188**

**Attention: Chief Executive Officer**

**Telephone: (262) 408-3800**

**Facsimile: (262) 408-3840**

In the event that different contact persons are designated by either party after execution of this Contract, notice of the name and address of the new contact will be sent to the other party and be attached to the originals of this Contract.

5-15 Severability

If any of the provisions of this Contract are held to be inoperative by a court of competent jurisdiction, such a provision shall be severed from the remaining provisions of the Contract which shall remain in full force and effect.

5-16 Survival

The provisions of the following sections: Records Retention and Accessibility; Attorney Fees; Confidentiality; Conflicts of Interest; Non-Solicitation and Governing Law; Venue shall survive any termination of this Contract.

5-17 Termination of Contract

A. Termination for Lack of Funding

This Contract is subject to the continuation and approval of funding to FHC from state, federal and other sources. FHC shall have the absolute right, in its sole discretion, to terminate this Contract if funding for the Program is to be changed or terminated such that this Contract could not be sustained. FHC shall send ENTITY notice of termination and include a termination date of not less than thirty (30) calendar days from the date of the notice.

B. Termination for Lack of Payment

If FHC fails to make payments in accordance with the schedule included in this Contract, ENTITY may suspend work and pursue the appropriate remedies for FHC's breach of its payment obligations. ENTITY must provide FHC at least thirty (30) calendar days written notice of any suspension due to lack of payment and allow FHC an opportunity to correct the default prior to suspension of work.

C. Termination for Lack of Performance or Breach

The continuation of this Contract is contingent upon the satisfactory performance of the ENTITY and corresponding evaluations by FHC. If ENTITY fails to make timely progress on the objectives of this Contract or fails to meet the deliverables described under this Contract in the time and manner prescribed, FHC reserves the right to terminate this Contract, or any part herein, at its discretion and such termination shall be effective at such times as is determined by FHC. ~~In its sole discretion, FHC may allow ENTITY to cure any performance deficiencies prior to termination.~~

FHC further reserves the right to terminate this Contract by written notice to the ENTITY for breach of any provision of the Contract by the ENTITY, for the ENTITY's failure to perform satisfactorily any requirement of this Contract, or for any defaults in performance of this Contract, as determined in FHC's sole discretion.

Prior to termination under this section, FHC will give entity written notice of the reasons for an alleged lack of performance breach, and Entity shall have fifteen (15) business day to cure such breach to the satisfaction of FHC.

Waiver of the failure to perform satisfactorily or of breach of any provision of this Contract shall not be deemed to be a waiver of any other failure to perform or breach and shall not be construed to be a modification of the terms of this Contract.

- D. FHC may terminate this Agreement in the event of a Material Breach of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within ten (10) calendar days after the non-breaching party has given written notice thereof to the breaching party. In the event the ENTITY cannot perform the cure within ten (10) days, after the receipt of notice from FHC, and FHC is satisfied, in its sole discretion, that the ability to cure is not the fault of the ENTITY, FHC may establish a timetable for cure and such decision by FHC shall be final. A "Material Breach" shall mean the failure to perform any of the duties, requirements, terms or conditions set forth herein, and shall mean a violation of any duty, responsibility of the

ENTITY required under this Contract, or any applicable state or federal laws or a rule or regulations.

It is expressly understood that evidence of ENTITY'S refusal to substantially comply with this Contract or such failure by ENTITY'S subcontractors, assignees or affiliates performing under this Contract shall constitute a Material Breach of this Contract.

E. Termination upon Revision of Applicable Law

FHC and ENTITY agree if federal or state revisions of any applicable laws or regulations restrict FHC's ability to comply with the Contract, make such compliance impracticable, frustrate the purpose of the Contract or place the Contract in conflict with FHC's ability to adhere to its statutory purpose, FHC may unilaterally terminate this Contract. FHC shall send ENTITY notice of termination and include a termination date of not less than thirty (30) calendar days from the date of notice.

F. Termination upon Mutual Agreement

With mutual agreement of both parties, this Contract, or any part herein, may be terminated on an agreed date prior to the end of the Contract without penalty to either party.

5-18 Transition Plan and Process

Upon the expiration or termination of this Contract for any reason, should FHC choose to use another vendor, ENTITY shall ensure a smooth transition. ENTITY shall provide a transition plan to FHC within ~~number of days~~thirty (30) business days of notice of the expiration or termination of this Contract. Acceptance of the transition plan shall be determined in the sole discretion of FHC provided that if FHC does not accept the transition plan, FHC shall provide a list of deficiencies in the plan and provide ENTITY a reasonable opportunity to re-submit the plan. Failure for the ENTITY to provide a timely transition plan acceptable to FHC shall be cause to hold the ENTITY in default and for failure to perform; and in such event liquidated damages in the amount of five hundred DOLLARS (\$ 500.00)] per day may be charged against the ENTITY. FHC also may withhold payment to ENTITY for nonperformance or unsatisfactory performance of the terms of this Contract.

ENTITY shall provide staff, services and other resources for consultation and the successful and complete transition after the expiration or termination of this Contract, as requested by FHC. The "Transition Period" required is estimated to be two (2) months after the expiration or termination of this Contract. In the event, the actual Transition Period extends longer than the estimated Transition Period; the ENTITY shall continue to perform the duties pursuant to this Contract and to provide the necessary level of staff, services and other resources until the actual

Transition Period is completed successfully, as determined in the sole discretion of FHC.

During the actual Transition Period, FHC agrees to continue payment to ENTITY, pursuant to Section 3 of this Contract. However such payment shall be prorated and limited to the actual duties performed by the ENTITY and the staff, services and other resources provided during the actual Transition Period, as requested and required by FHC. The ENTITY's billing shall be itemized with specificity as to time, date, purpose and specific number of hours and document the actual staff, services and other resources provided during the actual Transition Period.

**[TWO (2) SIGNATURE PAGES FOLLOWS]**

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IN WITNESS WHEREOF, the Parties have caused this Contract, to be executed by their undersigned officials as duly authorized.

**FOR**

**ENTITY:** \_\_\_\_\_

**Comment [LAD1]:** Question for FHC: Can Entity have the contract notarized by a non-FL notary public?

**NAME:**

**TITLE:**

**DATE SIGNED:**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, 201~~0~~<sup>1</sup>, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

Notary Public – State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

\_\_\_\_\_  
My Commission Expires

WITNESS #1 SIGNATURE \_\_\_\_\_

WITNESS #1 PRINT NAME \_\_\_\_\_

WITNESS #2 SIGNATURE \_\_\_\_\_

WITNESS #2 PRINT NAME \_\_\_\_\_

**FOR**

**FLORIDA HEALTH CHOICES, INC.:**

\_\_\_\_\_  
**NAME:**        **Rose M. Naff**

**TITLE:**        **Chief Executive Officer**

**DATE SIGNED:**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rose M. Naff, as Chief Executive Officer on behalf of the Florida Health Choices, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

Notary Public – State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
WITNESS #1 SIGNATURE

\_\_\_\_\_  
WITNESS #1 PRINT NAME

\_\_\_\_\_  
WITNESS #2 SIGNATURE

\_\_\_\_\_  
WITNESS #2 PRINT NAME

**Reviewed by:**

\_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Wilbur E. Brewton

Fla Bar Number: xxxxxxxxx

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

#### CONTRACTS AND SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

#### INSTRUCTIONS

- A. *Each entity whose contract\subcontract equals or exceeds twenty five thousand dollars (\$25,000) in federal monies must sign this certification prior to execution of each contract\subcontract. Additionally, entities who audit federal programs must also sign, regardless of the contract amount. The Florida Health Choices, Inc. chooses not to contract with these types of Entities if they are debarred or suspended by the federal government.*
- B. *This certification is a material representation of fact upon which reliance is placed when this contract\subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.*
- C. *ENTITY shall provide immediate written notice to the contract manager at any time ENTITY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- D. *The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.*
- E. *ENTITY agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract\subcontract unless authorized by the Federal Government.*
- F. *ENTITY further agrees by submitting this certification that it will require each subcontractor of this contract\subcontract whose payment will equal or exceed twenty five thousand dollars (\$25,000) in federal monies, to submit a signed copy of this certification.*
- G. *The Florida Health Choices, Inc. may rely upon a certification of Entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting\subcontracting unless it knows that the certification is erroneous.*
- H. *This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.*

#### CERTIFICATION

*Entity certifies, by signing this certification, that neither Entity nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract\subcontract by any federal agency.*

*Where Entity is unable to certify to any of the statements in this certification, Entity shall attach an explanation to this certification.*

---

Signature (Above)

---

Date of Signature

Name and Title of Authorized Signatory:

Name of Entity and Business Address:

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Contract.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

---

Signature (Above)

---

Date of Signature

Name and Title of Authorized Signatory:

Name of Entity and Business Address:

<p style="text-align: center;"><b>ATTACHMENT C</b> <b>REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY</b> <b>ACT OF 1996 COMPLIANCE:</b> <b>BUSINESS ASSOCIATE (BA) AGREEMENT</b></p>
---

THIS BA AGREEMENT (Attachment C), is entered into and made between Florida Health Choices, Inc., a Florida non-profit corporation, (FHC) (the "Covered Entity") and \_\_\_\_\_ (the "BA") and is incorporated in the Services Contract (Contract) between FHC and \_\_\_\_\_.

1. HIPAA Compliance. FHC and BA agree to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended from time to time ("HIPAA"). Pursuant to HIPAA, FHC meets the definition of a covered entity and BA meets the definition as a business associate. As a covered entity, FHC must obtain and document satisfactory assurances from business associates, such as BA, that BA shall appropriately safeguard the individually identifiable health information which is personal health information ("PHI") and/or electronic protected health information ("EPHI") through a written contract or other written agreement such as this Attachment.
2. Definitions For Use in This Attachment. Terms used, but not otherwise defined, in this Attachment and the Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162 and 164.
3. Privacy Obligations and Activities of BA. BA shall ensure compliance with the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164 (the "Privacy Rule"). Without limiting the generality of the foregoing, BA agrees that it will, in accordance with HIPAA, comply with the following:
  - BA agrees to not use or disclose personal health information PHI other than as permitted or required by this Attachment, the Agreement or as Required By Law.
  - BA agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Attachment and the Agreement.
  - BA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
  - BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Attachment, the Agreement and HIPAA.
  - BA agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Attachment and the Agreement of which it becomes aware, within twenty (20) business days.
  - BA shall promptly report to Covered Entity any "security incident" of which it becomes aware; as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, BA shall identify: the date of the security incident, the scope of the security incident, the BA's response to the security incident and the identification of the party responsible for causing the security incident, if known.
  - BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI and/or EPHI received from, or created or received by BA on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Attachment and the Agreement to BA with respect to such information.
  - BA agrees to provide access, at the written request of Covered Entity, within ten (10) business days of the written request (five (5) additional business days are permitted if written request provided by the U.S. Postal Service ("USPS")), to PHI in a Designated Record Set ("DRS"), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR

§164.524. In the event any Individual requests access to PHI directly from BA, BA shall forward written notice of such request, to Covered Entity within ten business (10) days (five (5) additional business days are permitted if written notice provided by U.S.P.S.). Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

BA agrees to make any amendment(s) to PHI in a DRS that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, within twenty (20) business days of the written request (five (5) additional business days are permitted if written request provided by U.S.P.S.).

BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BA on behalf of, Covered Entity available to the Covered Entity and to the Secretary, within fifteen (15) business days notice of the Secretary's request (five (5) additional business days permitted if notice provided by U.S.P.S.) or in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's HIPAA compliance.

BA agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

BA agrees to provide to Covered Entity, or an Individual at the request of the Covered Entity, within fifteen (15) business days (five (5) additional business days are permitted if written notice provided by U.S.P.S.) of written notice by Covered Entity to BA that Covered Entity has received a request for an accounting of PHI disclosures regarding an Individual during the six (6) years prior to the date on which the accounting was requested, information collected in accordance with Section 2.i. of this Attachment, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures, pursuant to 45 CFR §164.528.

4. Security. BA shall ensure compliance with the HIPAA Security Standards for the Protection of Electronic Protected Health Information ("EPHI"), 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), with respect to Electronic Protected Health Information covered by this Agreement effective on the compliance date for initial implementation of the security standards set for in 45 C.F.R. §164.318. Without limiting the generality of the foregoing, BA agrees that it will, in accordance with HIPAA:

Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C.

Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;

Report to the Covered Entity any security incident of which it becomes aware;

Ensure the confidentiality, integrity, and availability of all Electronic Protected Health it creates, receives, maintains, or transmits;

Protect against any reasonably anticipate threats or hazards to the security or integrity of such information;

Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under HIPAA; and

Ensure compliance with 45 C.F.R. Part 164, Subpart C (Security Standards for the Protection of Electronic Protected health Information) by its workforce.

5. Electronic Transaction And Code Sets. BA shall comply with the HIPAA Standards for Electronic Transactions and Code Sets, 45 C.F.R. Parts 160 and 162, with respect to Electronic Protected Health Information covered by this Agreement. Without limiting the generality of the foregoing, BA agrees that it will, in accordance with 45 C.F.R. § 162.923(c):

Comply with all applicable requirements of 45 C.F.R. Part 162; and  
Require any agent or subcontractor to comply with all applicable requirements of 45 C.F.R. Part 162.

6. Permitted Uses and Disclosures by BA - General Use and Disclosure Provisions. Except as otherwise limited in this Attachment, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
7. Permitted Uses and Disclosures by BA - Specific Use and Disclosure Provisions.  
Except as otherwise limited in this Attachment and the Agreement, BA may use PHI for the proper management and administration of BA or to carry out BA's legal responsibilities.  
Except as otherwise limited in this Attachment and the Agreement, BA may disclose PHI for the BA's proper management and administration, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.  
Except as otherwise limited in this Attachment and the Agreement, BA may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).  
BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
8. Provisions for Covered Entity to Inform BA of Privacy Practices and Restrictions.  
Covered Entity shall notify BA of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.  
Covered Entity shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure PHI.  
Covered Entity shall notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.
9. Term and Termination.  
Term. The Term of this Attachment shall be effective concurrent with the Agreement, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.  
Termination for Cause. Upon Covered Entity's knowledge of a breach by BA, Covered Entity shall either:  
Provide an opportunity for BA to cure the breach or end the violation and terminate this Attachment and/or the Agreement if BA does not cure the breach or end the violation within thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) of Covered Entity's notice to BA of the Covered Entity knowledge of the BA's breach; or  
Immediately terminate this Attachment and the Agreement if BA has breached a term of this Attachment and/or the Agreement and cure is not possible;

as determined at the sole discretion of Covered Entity; or  
If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Effect of Termination.

Except as provided in paragraph (ii) of this Section, upon termination of this Attachment and the Agreement, for any reason, BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of any subcontractors or agents of BA, and BA has the duty to insure that any of its subcontractors or agents comply with these termination provisions. Neither BA, nor any of its subcontractors or agents, shall retain any copies of PHI upon termination of this Attachment and the Agreement.

In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) prior to the termination of the Agreement or within thirty (30) calendar days (five (5) additional calendar days are permitted if written notice provided by U.S.P.S.) of BA's notice of Covered Entity's knowledge of a breach of this Attachment and/or the Agreement. Upon mutual agreement of the parties that return or destruction of PHI is infeasible; BA shall extend the protections of this Attachment and the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

10. Miscellaneous.

Regulatory References. A reference in this Attachment and the Contract to a section in HIPAA means the section as in effect or as amended.

Amendment. The Parties agree to take such action as is necessary to amend this Attachment and the Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA.

Survival. The respective rights and obligations of BA under Section 9.c., "Effect of Termination," of this Attachment shall survive the termination of this Attachment and the Contract.

Interpretation. Any ambiguity in this Attachment and the Contract shall be resolved to permit Covered Entity to comply with HIPAA.

**(ONE (1) HIPAA SIGNATURE PAGE FOLLOWS)**

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IN WITNESS WHEREOF, the Parties have caused this Attachment A, BA AGREEMENT, to be executed by their undersigned officials as duly authorized.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 200811.

**FOR**

**ENTITY:**

---

**NAME:**

**TITLE:**

**DATE SIGNED:**

**FOR**

**FLORIDA HEALTH CHOICES, INC.:**

---

**NAME:**        Rose M. Naff

**TITLE:**        Chief Executive Officer

**DATE SIGNED:**

## ATTACHMENT D – DISCLOSURE FORM

ENTITY NAME: \_\_\_\_\_

*The following are relationships, business and personal, that may create a conflict of interest that ENTITY is hereby disclosing:*

Type of Relationship (Business, Personal)	Name of Organization or Individual	Status of Organization or Individual  (Current Contractor, Applicant, Enrollee, etc.)	Term of Relationship

By my signature, I certify that the information contained in this report and any attachments to this document are true representations. INSURER understands that if any information is found to be false that the Contract between FHC and INSURER may be terminated at FHC's sole discretion.

**Submitted By:**

**Date of Submission:**

\_\_\_\_\_  
(Signature Above)

**Name:**

**Title**

|

**Attachment E**  
**STATEMENT OF WORK**

This Statement of Work (SOW) defines approach, the scope of services, the deliverables, the configuration points, and the implementation costs for deploying the StateAdvantage modules for FHC. This Sow is made and entered into subject to the terms and conditions of the Agreement dated XXXXX and all of such terms and conditions of the Agreement are incorporated herein by reference.

## **I. Florida Heath Choices Product Configurations**

Core product configurations are defined as functions and/or formats, which can be configured based on the Corporation's preferences. Listed below are the general configurations within the scope of this Entity proposal.

### Florida Healthy Choices Configuration, Customization and Implementation

Entity shall customize, configure, and implement the following StateAdvantage software modules for the Small Group market segment in accordance with the following specifications.

<u>Category</u>	<u>Implementation Description</u>
<u>Modules</u>	<u>StateAdvantage Small Business Sales Automation</u> <u>StateAdvantage Small Business Underwriting (Questionnaire)</u> <u>StateAdvantage Small Business Enrollment (Workflow)</u>
<u>Market Segment(s)</u>	<u>Small Group (employer groups with 4-50 employees). Small Group does not include consumers or individuals seeking coverage apart from an employer entity.</u>
<u>Business Segment(s)</u>	<u>New Business</u>
<u>Product Line(s)</u>	<u>Medical</u>
<u>Regions</u>	<u>State of Florida</u>
<u>General Assumptions</u>	<u>Entity assumes that there will be no variation of functionality, workflow, business rules, screen layout or fields within the Corporations specific implementation of the StateAdvantage</u>

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Category	Implementation Description
	<p><u>application as identified in the section (Key Features and Functionality) unless otherwise agreed upon by the parties in writing under a SOW. Anything that may fall outside the scope definition of this Section due to changes in The Corporation's business requirements, The Corporation's technical requirements or any regulatory body is not included in the scope of this proposal.</u></p> <p><u>All phases will be managed centrally by the Corporation with a common project team.</u></p> <p><u>All fields that can be selected during requirements such as search criteria/results are restricted to fields that are already captured within the standard StateAdvantage software modules.</u></p> <p><b>NOTE:</b> <u>All permissions and roles are predefined in the Entity Software product and are restricted at the page level.</u></p>
<u>Integration Assumptions</u>	<p><u>All FTPS transfers will occur on the Connecture FTPS server. The Corporation will pick-up and drop off files from the Entity FTPS server.</u></p> <p><u>Connecture assumes that The Corporation will remain system of record for the following:</u></p> <ul style="list-style-type: none"> <li><u>o Group Information – Subscribers, Dependents, and Plan Elections</u></li> </ul> <p><u>The Connecture application will be the system of record for the following:</u></p> <ul style="list-style-type: none"> <li><u>o Medical conditions – All health data during prospect phase</u></li> </ul>
Category	Implementation Description
<u>Included Features</u>	<ul style="list-style-type: none"> <li><u>o Medical Data Capture</u></li> <li><u>o Employer Questionnaire (two forms, one for employers with 9 and under employees, one for 10-50 employees)</u></li> <li><u>o Employee Questionnaire (one form)</u></li> <li><u>o Electronic Signature</u></li> <li><u>o Form Summary (HTML)</u></li> <li><u>o Page Level Help Function</u></li> <li><u>o Notification to Carrier</u></li> </ul>
<u>Out of Scope</u>	<ul style="list-style-type: none"> <li><u>o Automated risk calculation (e.g. auto-debit)</u></li> <li><u>o Collateral Ordering</u></li> <li><u>o Quoting and Shopping</u></li> </ul>

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Category	Implementation Description
	<ul style="list-style-type: none"> <li>○ <u>Employee and Employer Need Analysis</u></li> <li>○ <u>Employer Cost Modeling (e.g. defined contribution)</u></li> <li>○ <u>Rating</u></li> <li>○ <u>Health Plan Management</u></li> <li>○ <u>Financial Transactions</u></li> <li>○ <u>Employee and Employer Plan Enrollment</u></li> <li>○ <u>Upload and View Attachments</u></li> <li>○ <u>Integration with external systems</u></li> <li>○ <u>User Hierarchy</u></li> <li>○ <u>Mobile Compatibility</u></li> <li>○ <u>Administration Tools (e.g. Questionnaire configuration tool)</u></li> <li>○ <u>Purging and Archiving</u></li> </ul>
<u>Roles</u>	<ul style="list-style-type: none"> <li>▪ <u>Internal Users – the Corporation's internal organization.</u></li> <li>▪ <u>Carrier Role – Includes access to groups medical forms submitted to carrier for review.</u></li> <li>▪ <u>Agent Role – Includes access to create groups for health data capture and submission to carriers. Ability to complete information on behalf of the employer.</u></li> <li>▪ <u>Employer Role – Includes access to complete employer questionnaire.</u></li> <li>▪ <u>Employee Role – Includes access to complete employee medical questionnaire.</u></li> </ul>
<u>Data Privileges</u>	<p><u>The data privileges define how data is filtered for the work queue.</u></p> <ul style="list-style-type: none"> <li>▪ <u>Internal User – Displays all groups created by agents</u></li> <li>▪ <u>Carrier Role – Displays all groups in which agents have submitted for risk adjustment.</u></li> <li>▪ <u>Agent Role – Displays all active groups in which the specific agent logged in and created.</u></li> <li>▪ <u>Employer Role - No work queue</u></li> <li>▪ <u>Employee Role – No work queue</u></li> </ul>
<u>Web Style – Look and Feel</u>	<p><u>Look and feel would adhere to the color scheme, headers and footers of Florida Health Choices style guide and be consistent for all roles.</u></p> <p><u>The general layout of the Connecture Base Product will be</u></p>

<u>Category</u>	<u>Implementation Description</u>
	<u>adhered to.</u>
<u>Notifications</u>	<p><u>The system includes the following emails:</u></p> <ul style="list-style-type: none"> <li>▪ <u>Forgotten User Name – User Name recovery will be handled by the Corporation.</u></li> <li>▪ <u>Forgotten Password – Password recovery will be handled by the Corporation.</u></li> <li>• <u>Health Questionnaire Submitted – Notification to the Carrier. Submission to carriers will include the Corporations contracted health plan vendors.</u></li> </ul> <p><u>The Corporation will have the ability to change static content for standard notifications during the configuration phase.</u></p>
<u>Outputs</u>	<p><u>The system includes the following PDF Generation:</u></p> <ul style="list-style-type: none"> <li>○ <u>None</u></li> </ul> <p><u>Note: A summary of the questionnaire will be available to print in HTML format.</u></p>
<u>Reports</u>	<u>A report will be generated and sent to the Corporation daily reporting open transactions from the time of submission to current date in day format. The report will be available on the FTPS server or sent by email.</u>
<u>Login and Registration</u>	<u>Registration and log in will be supported for agents. Agents will forward a link for employers and employees to login and complete a questionnaire. It is assumed that a employer and employee will complete the questionnaire in a single site visit.</u>
<u>Help Functionality</u>	<u>Connecture will provides screen level help links that will display help content developed by the Corporation in the form of a single help document.</u>
<u>Products &amp; Plans</u>	<u>None</u>
<u>Rating Engine Rules</u>	<u>None</u>
<u>Document Library</u>	<u>None</u>
<u>Page level data/input fields</u>	<p><u>Required and optional data fields displayed on each page are configurable.</u></p> <ul style="list-style-type: none"> <li>▪ <u>Required fields will prevent the user from progressing</u></li> </ul>

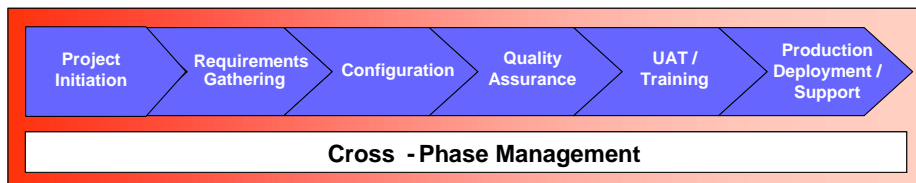
<u>Category</u>	<u>Implementation Description</u>
	<u>through the screen workflow.</u>
<u>In Scope Integrations</u>	<u>None</u>

## II. Project Organization

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The Connecture Methodology employs a team-based approach involving both the Project Team and Customer in all aspects of the project life cycle. Our methodology includes four major components: Managing, Planning, Delivering and Operating. The following diagram depicts the major phases in the Delivering component:



Functional representatives must be involved in the entire process, from the Project Initiation phase through Production Deployment. This ensures their “ownership” and validates the solution meets the defined business requirements. Connecture will work with the business owners through the use of the Product Configuration binder and facilitated sessions to collect the configuration requirements.

Critical success factors for the project will include the ability of FHC to reach cross-departmental consensus, to make timely decisions by the established milestone delivery dates and to coordinate all technical and logistical activities in a timely and accurate manner. Disciplined project management from Connecture and FHC will be essential to ensure timely and successful milestone deadlines are achieved. In addition, periodic checkpoints throughout the project’s life cycle will ensure overall success.

### 4.1 Project Management and Control Process

The following practices will be utilized to ensure its success:

#### Project Work Plan and Schedules

Connecture will create and maintain an overall Project work plan in Microsoft Project which must be mutually approved by both parties in writing. All tasks for the SOW, along with the start date and dependencies will be tracked in this Project work plan. Material changes to the Project work plan (e.g., date changes) will go through the Change Control Process and will be incorporated into a revised Project work plan upon mutual agreement by FHC and Connecture in writing; the revised version will become the current version. During Project Initiation, agreement will be reached by both FHC and Connecture on the Project work plan, which will include all SOW tasks, deliverables, milestones and completion dates per SOW phase. Connecture’s Project Manager will provide an update on milestones during the weekly status meetings.

#### Status Reporting



Connecture's Project Manager will compile and deliver weekly written status reports to FHC's Project Manager. FHC's project manager will be responsible for delivering the final status report. This report will include progress updates documented, completed tasks, upcoming tasks and issues/risks associated with the project. These reports will be reviewed at the bi-monthly project team meetings scheduled by the parties.

### **Project Meetings**

The following meetings will be held throughout, during scheduled dates mutually agreed upon by both parties:

- Project Team: Connecture recommends that this group meet twice monthly on scheduled dates agreed to by both parties to review the project status report, which includes project tasks, project schedule and issues. During Project Initiation, FHC and Connecture will each designate individuals to be members of the Project Team.
- FHC Executive Team (ET): The project team will provide milestone checkpoint briefings to the FHC ET at four points; after Requirements Gathering phase; after the Configuration phase; after the Quality Assurance phase; and within the Production phase.

### **Issue Management**

All issues will be tracked in writing, monitored, and managed within an issue log maintained by Connecture. Any critical issues that could impact the Project work plan timelines will be incorporated in the weekly status report. The report will include a description of the issue, risks to FHC and Connecture, the priority, the resolution date(s), the owner and resolution status. All critical issues will remain on the status report until they have been resolved. All remaining issues will be included in the issues log and will be distributed weekly with the status report. The Connecture Project Manager and FHC Project Manager shall be responsible for resolving all identified issues associated with work performed pursuant to this SOW in a timely manner and escalate in accordance with the Escalation Process described in this SOW if needed to resolve outstanding issues.

### **Risk Management**

All critical risks will be documented in the status report. The report will include a description of the risk, the priority, the owner, and mitigation plans. All risks will remain on the status report until they have been resolved.

### **Project Participants**

The Project Team will be comprised of Connecture staff and FHC project stakeholders for direct participation in daily and weekly project activities, including requirements sessions, status meetings, identification and resolution of issues, change control management, testing activities and deliverables review and signoff. FHC's Subject Matter Experts ("SMEs") will be included in requirements meetings and relevant deliverable reviews as determined by the Management Team.

### **Approval/Sign-Off**

All deliverables referenced in this SOW, upon their completion, will be promptly reviewed with the appropriate SMEs and Management Team members from FHC. The project methodology will follow Connecture's Implementation Methodology which includes formal signoff of work

phases before the next work phase begins (i.e., phase containment). Upon completion of a deliverable, Connecture shall provide written notification via e-mail to the FHC Project Manager, or his authorized designate, that a deliverable identified in this SOW or the mutually agreed upon Project work plan is ready for review by FHC. FHC's acceptance period for all scheduled deliverables completed under this SOW is 3 business days unless otherwise agreed to by the parties.

By the end of the 3rd business day after FHC's receipt of deliverables, FHC shall either provide Connecture with written sign-off that the submitted deliverables are accepted or provide written notice that the submitted deliverables are rejected with identified issues and reasons. Connecture will then have 3 business days to correct all issues or defects identified by FHC with the deliverables and submit the deliverables to FHC for further acceptance review. Once FHC has received the corrected deliverables for review, FHC will have another 3 business days to review and accept or reject such deliverables. This process will continue until FHC provides written sign-off that it accepts the corrected deliverables. FHC's Project Manager or his authorized designate will submit formal approval by email or by signing and faxing/scanning/emailing a copy of the deliverable signature page to the Connecture Business Analyst.

#### **Change Control Process**

The following process will be followed if a change to this SOW is required.

- A Project Change Request ("PCR") will be the vehicle for communicating change; a PCR and SOW amendment will be the vehicles for communicating change that also has a financial impact. The PCR will describe the change, the rationale for the change and the effect the change will have on the services or deliverables under this SOW (including modifications to the Project work plan).
- Any Project scope or timeline changes, including additions or deletions to deliverables after they have been signed-off, will require the Change Control Process to be invoked.
- A single Change Agent will be identified within the Connecture and FHC's organizations. Each Change Agent will have the authority to approve any change order for their respective organization and will be responsible for submitting a PCR to the other party. The Connecture Change Agent will be the Connecture Project Manager. FHC Change Agent will be FHC Project Manager. FHC or Connecture Change Agent may change at any time through proper notification to the other party.
- The designated Change Agent of the requesting party will coordinate their internal review of the proposed change and determine whether to submit the request to the other party.
- All Change Agents will review the proposed change and recommend the change for further investigation or reject the change. A PCR must be signed by the Change Agent from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the PCR will have on price (if any), schedule and/or services and deliverables.

The review cycle and process for PCR acceptance/rejection is as follows:

- **Durational Only:** 2 business days review/2 business day resolution
- **Scope - No Durational Impact:** 2 business days review/2 business day resolution

- Scope and Durational Change: 3 business days review/2 business day resolution
- Project Staffing/Resourcing: 2 business days review/2 business day resolution
- Financial Impact to Above: 3 business days review/2 business day resolution

A PCR that shall result in a milestone delay of 7 or more business days shall be escalated to the Steering Committee for resolution.

A written Change Order form must be signed by the Change Agent from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW and Project work plan.

For all changes that have a financial impact to the SOW, Connecture and FHC shall also complete PCR which has been mutually agreed to by both parties in writing. FHC's Project Manager will coordinate completion of the PCR.

Any project scope or timeline changes, including additions or deletions to these deliverables after they have been signed-off, will require the Change Control Process to be invoked. All change request/scope change items and their resolution will be tracked, monitored, and managed within a change control log that will be the responsibility of Connecture's BA. Connecture shall provide FHC with a copy of the change control log during weekly status meetings and upon FHC's request. The Change Control Process will ensure that milestone dates are met and desired out of scope functionality is delivered within a future release. Otherwise, both Connecture and FHC must agree that the additional scope can be incorporated into the current release and that milestone dates must be extended. A pro forma Connecture PCR and Change Control form will be utilized for the Change Control Process and supplied to FHC during the Project Setup Phase.

The Connecture BA will track all PCRs as a risk to the project if the PCR is received after completion of Requirements and is requested to be included in the current release to the project.

FHC will make all necessary attempts to bundle change requests into a single PCR to minimize impact to the project.

### **Escalation**

When a conflict arises between FHC and Connecture, the project team member(s) will first strive to work out the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW and the project team member(s) are not able to work out the problem internally:

- (Level 1) If the project team cannot resolve the conflict within two (2) working days, FHC's Project Managers and Connecture's Project Manager will meet to resolve the issue.
- (Level 2) If the FHC's Project Managers and Connecture's Project Manager cannot resolve the conflict within two (2) working days, FHC's Project Managers and Connecture's National Account Manager will meet to resolve the issue.

- (Level 3) If the conflict is not resolved within three (3) working days after being escalated to Level 2, FHC's Project Sponsors will meet with Connecture's Vice President to resolve the issue.

If the conflict is resolved by Level 1, Level 2, or Level 3 intervention, the resolution will be addressed in accordance with the Change Control Process, if necessary.

During any conflict resolution, Connecture agrees to provide services and deliverables relating to items not in dispute pending resolution of the conflict. FHC agrees to pay invoices for such undisputed services and deliverables which have already been accepted by FHC in writing.

### **Project Management**

During Project Initiation, Connecture's Project Manager will meet with FHC 's Project Managers to review the Project Management and Control Process procedures and pro forma forms, which will be used throughout the Project.

### **4.2 Project Methodology and Deliverables**

The following methodology will be followed and listed deliverables will be planned and conducted as part of the project. Please note that all deliverables (if noted as such below) require formal approval by FHC's Project Manager, or another individual so authorized by FHC . All deliverables will be based on standard Connecture documentation.

	<u>Project Initiation</u>	<u>Requirements Gathering</u>	<u>Configuration</u>	<u>Quality Assurance</u>	<u>UAT / Training</u>	<u>Production Deployment / Support</u>
<u>Deliverables</u>	<u>Establish project goals, success factors, business objectives, scope and assumptions. Customer will complete a project binder that will allow Connecture to rapidly configure the project prototype.</u>	<u>Capture the requirements for configuration of base solution via an updated Product Configuration Binder. Connecture and FHC will conduct drill-down sessions, which will result in a binder specification that will support FHC 's business functionality, business rules, workflow processes and integration needs.</u>	<u>Configure (from the base solution) and unit test each product module and component of the system based on the binder specifications.</u>	<u>Test the configured aspects for each product module and component of the system to ensure that the completed solution meets FHC 's identified requirements.</u>	<u>FHC will ensure the system meets their business and technical requirements.</u>	<u>Promote application to the Connecture hosted environment, Support FHC with system usability and conduct knowledge transfer.</u>
<u>Major Activities</u>	<u>Review Pre-Requirements Documentation / SOW</u>  <u>Finalize &amp; Introduce Project Teams</u>  <u>Conduct Onsite Kickoff</u>  <u>Complete Project Setup</u>	<u>Complete Project Binder (FHC)</u>  <u>Document All Applicable Business Rules/Logic, Data, Processes, Workflow, Functionality, Look and Feel and Usability Constraints</u>  <u>Finalize Product Configuration Binder</u>  <u>Agree on Solution Acceptance Criteria for both UAT and Production</u>  <u>Conduct User</u>	<u>Configure Screen Templates</u>  <u>Load Users and Security / Hierarchy</u>  <u>Configure Business Rules/ Processes and Workflow</u>  <u>Configure Quoting and Rating Engine</u>  <u>Configure Underwriting Guidelines/ Engine</u>  <u>Develop Interfaces and Configure Reports</u>  <u>Finalize Test Approach and</u>	<u>Execute Connecture Test Cases and Scripts for Each Pass</u>  <u>Conduct Integration Testing</u>  <u>Fix and Regression Test Defects</u>  <u>Review FHC Test Approach, Schedule and Cases</u>  <u>Review/Agree on UAT and Production Entrance Criteria</u>	<u>Execute Connecture Test Cases for Each Pass</u>  <u>Fix and Regression Test Defects</u>  <u>Conduct 1 day End User Training (train the trainer)</u>  <u>Finalize Rollout and Adoption Strategy</u>  <u>Complete Performance Testing</u>  <u>Ensure</u>	<u>Coordinate and Finalize Launch Activities and Schedule</u>  <u>Conduct Launch to Staging and Production</u>  <u>Complete Knowledge Transfer to FHC or Transition to Connecture Production Operations Support</u>  <u>Finalize Release Documents</u>  <u>Gather Project Lessons Learned</u>

	<u>Project Initiation</u>	<u>Requirements Gathering</u>	<u>Configuration</u>	<u>Quality Assurance</u>	<u>UAT/Training</u>	<u>Production Deployment/Support</u>
		<u>Reviews</u> <u>Provide Approval &amp; Sign-off on Product Configuration (FHC)</u>	<u>Schedule</u> <u>Update Test Cases and Scripts</u> <u>Prepare Environments for Testing and Production</u> <u>Complete Integration Components (FHC)</u> <u>Begin Joint UAT Planning and Resource Scheduling (FHC)</u>	<u>(FHC)</u> <u>Finalize Training Materials</u> <u>Complete UAT Preparation and Kick-Off</u>	<u>Production Readiness</u> <u>Provide Approval &amp; Signoff on Application Readiness (FHC)</u> <u>Review Connecture Production Support Guide</u> <u>Begin Technical and Functional Knowledge Transfer</u> <u>Finalize Production Environment</u>	<u>and FHC Feedback</u>
<u>Deliverables</u>	<u>Finalized Scope Definition</u> <u>Project Kick-off Presentation</u> <u>Project Binder (FHC)</u> <u>Finalized Staffing Approach (FHC and Connecture)</u>	<u>Finalized Product Configuration Specifications</u> <u>Finalized Project Work plan (updated schedule and estimates based on changes in scope, if applicable)</u> <u>Configuration Specifications Signoff (FHC)</u>	<u>Configured Application Integration Components Ready (FHC and Connecture)</u> <u>Production Data Delivered (FHC)</u>	<u>System-Tested Functional and Integration Components</u> <u>Connecture QA Signoff</u>	<u>Production-Ready Application</u> <u>Customer Support Guide</u> <u>UAT Signoff (FHC)</u>	<u>Application Available in Production Environment</u>
<u>Milestones</u>	<u>Project Initiation Phase Completed</u>	<u>Binder Review Sessions Completed</u> <u>FHC Feedback Received</u> <u>Final Product Configuration Binder Distributed</u> <u>Requirements and Binder Specifications Signoff Received</u> <u>Requirements Gathering Phase Completed</u>	<u>Configuration/Integration Components Completed</u> <u>Code Reviews Completed</u> <u>Test Cases Reviewed and Approved</u> <u>Configuration Phase Completed</u>	<u>First Testing Pass Completed</u> <u>Defects Fixed and Regression Tested</u> <u>Pre-UAT Completed</u> <u>Build to UAT Completed</u> <u>UAT Kick-Off Completed</u> <u>Quality Assurance Phase Completed</u>	<u>First Testing Pass Completed</u> <u>Defects Fixed and Regression Tested</u> <u>UAT FHC Signoff Received</u> <u>UAT Phase Completed</u>	<u>Launch to Staging Completed</u> <u>Launch to Production Completed</u> <u>Production Deployment Phase Completed</u>

#### **4.3 Project Timeline**

Based on the current assumptions and knowledge of the project, Connecture anticipates it will take ninety (90) days from the beginning of the project until completion.

Any requested variations in the sequencing or scope of this work will go through the Change Control process as identified in this Agreement and may have an impact on the Fees identified in this Statement of Work.

Connecture shall not be responsible for delays, errors or omissions in the Services or Deliverables directly resulting from FHC's failure to perform its obligations under this Agreement. Any such FHC's resultant delays will result in a business day-for-business day advancement in any Statement of Work project schedules, including the advancement of any dates associated with the completion of Deliverables. Any such delays will go through the Change Control process as identified in the Agreement and will have an impact on the Fees identified in this Statement of Work.

#### **4.4 Implementation Constraints and Risks**

Any delays encountered during the initial release(s) will affect the start/release of subsequent releases day for day. Any FHC's resultant delays will result in a business day-for-business day advancement in any Statement of Work project schedules, including the advancement of any dates associated with the completion of Deliverables. Any such delays will go through the Change Control process as identified in the Agreement and will have an impact on the Fees and business day-for-business day delay of payment deductions identified in this Statement of Work, Section VI Fees and Terms 1.1 Professional Services.

#### **4.5 Acceptance of Deliverables**

Unless otherwise mutually agreed to the detailed project plan, FHC will have five (5) business days, following the date of completion of any implementation services ("Acceptance Period") to test the system, or any other work that may be agreed to, to verify that there are no material nonconformities and to verify that the results of the efforts materially conform to or exceed all of the functional, performance and other related specifications contained in the documentation and the Statement of Work or the mutually agreed-upon User Acceptance Test criteria if subsequently developed. Acceptance means that the results materially conform to the specifications in the Statement of Work or the acceptance criteria identified ("Acceptance"). Following completion of any material implementation services or module, Connecture will provide FHC at least one business day prior notification of the commencement of the deliverable review period or of the user acceptance testing period. If, after termination of the review or testing periods, FHC fails to either affirmatively accept in writing (including email) the system, or any other work within the Acceptance Period, or fails to notify Connecture of material nonconformities (as provided below) Acceptance will be deemed granted. See Section VII for a sample of Acceptance Certificate.

Prior to the termination of the Acceptance Period, FHC will notify Connecture in writing that FHC determines that there is any material nonconformity, of its rejection of the system, or any other work, as the case may be, and will identify at one time all of the specific nonconformities it desires corrected. Connecture will then have three (3) business days ("Acceptance Fixing Period") to correct all identified nonconformities. FHC will then have five (5) business days to retest the system to determine if the nonconformities have been corrected. FHC will notify Connecture in writing of its acceptance. FHC shall have the option to begin utilizing the system for day-to-day business operations prior to the repair of any material nonconformities identified. FHC's Acceptance does not terminate Connecture's obligation to repair those material nonconformities identified prior to acceptance, per a time schedule that will be mutually determined by the parties. Acceptance shall also be deemed to have occurred if and when FHC begins utilizing the system for day-to-day business operations. Any nonconformities identified following FHC acceptance of the solution will go through the Change Control process as identified in this Agreement and will have an impact on the Fees identified in this Statement of Work.

#### **V. Product Standards**

Below is a list of the standards included within the Connecture application. The standards will be used as a guideline in the configuration of FHC applications.

<u>Standard</u>	<u>Description</u>
<u>Browser Requirements</u>	<p>Connecture strives to provide support for all browsers that have greater than 5% market share in the United States. When a version of a particular browser's market share falls below 5% we will end support of that version. Newer browser versions are typically supported 6 months after they are publicly released and have reached the market share threshold.</p> <p>Please note that this site is optimized to work with the following browsers:</p> <ul style="list-style-type: none"> <li>▪ Microsoft Internet Explorer – 7.0, 8.0, 9.0</li> <li>▪ Mozilla Firefox - 3.5 +</li> <li>▪ Google Chrome</li> <li>▪ Apple Safari</li> </ul>
<u>Navigation</u>	<p>Links on the left side navigation will be highlighted when clicked, allowing users to easily reference the function they have accessed.</p> <p>Browser back button functionality is not supported in this application.</p>
<u>Page Layout</u>	<p>Page layouts including page headers and footers, page instructions, required field indicators, error messages, buttons, and tables/content are standard throughout the Connecture application.</p> <p>All pages are structured as follows:</p> <ul style="list-style-type: none"> <li>▪ Page Header</li> <li>▪ Page Instructions</li> <li>▪ Required field indicator</li> <li>▪ Error Messages</li> <li>▪ Buttons</li> <li>▪ Main table/content</li> <li>▪ Buttons</li> <li>▪ Page Footer</li> </ul>
<u>Page Name by User Group</u>	All page names are the same regardless of user group.
<u>Required Fields</u>	All required fields are marked by an asterisk, which is displayed before the field name (e.g. * Name: )
<u>Error Messaging</u>	Error messages are displayed between the instructional text and top buttons on each page.
<u>ZIP Codes</u>	The ZIP Codes used within the Connecture product are provided by the United States Postal Service (USPS). Time reconciling ZIP Codes that deviate from what is recognized by the USPS is outside the scope of the project.



## VI. Fees and Terms

### **6.1 Professional Services**

Fees associated with the scope of services identified in this SOW are as follows:

#### **Software Set- Up and Implementation Services: \$180,000**

The above fees do not include Travel and Other Out-of-Pocket Expenses (as described below in 6.2) or Software Usage and Hosting which are referenced in Master Services and Software Agreement.

Fees for future statements of work shall be identified within each applicable statement of work.

Connecture will invoice FHC four (4) separate milestone payments as follows:

<u>Milestone</u>	<u>Payment Amount (as % of \$180,000)</u>	<u>Amount</u>
<u>Execution of SOW</u>	<u>50%</u>	<u>\$90,000</u>
<u>Acceptance of UAT</u>	<u>50%</u>	<u>\$90,000</u>
<u>Total</u>	<u>100%</u>	<u>\$180,000</u>

Additional Professional Services: Fees for services not identified in this SOW shall be at the following hourly rate for 2012: \$150.00 per hour.

### **6.2 Travel and Out-of-Pocket Expenses**

FHC and Connecture agree that this FHC Individual Sales Automation Platform project will require that Connecture employees travel, from time to time and on an as needed basis, to the FHC site. Such travel is expected to occur coincident with the configuration checkpoints identified in the project plan, and on other occasions as agreed to by the parties. The above professional services fee does not include travel expenses, and other out-of-pocket costs. Such expenses will be billed monthly as incurred and, in accordance with FHC's travel and expense policy. Out-of-pocket expenses also include incremental service expenses such as variable faxing services as requested by FHC.

### **6.3 Term and Termination**

This SOW, unless terminated per the provisions set forth in the Agreement, shall continue until such time as all such services in the SOW are delivered.

VII. Statement of Work Agreement

By signing this document, Blue Cross Blue of Montana and Connecture agree to the terms of this Customization, Configuration, and Implementation Services statement of work.

Florida Health Choices, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Connecture, Inc.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Statement of Work Acceptance Certificate

Pursuant to this Statement of Work for FHC (the "SOW") between Connecture, Inc. and FHC, FHC hereby certifies that the deliverable(s) listed below have been provided as specified in the SOW and found to be acceptable to FHC. Modifications requested by FHC after Acceptance shall be at the hourly rate(s) identified in the Agreement.

### Florida Health Choices

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Formatted: Left, Space After: 10 pt

## Attachment F

### Software License Usage ("License") and Maintenance Agreement

This License governs the use by FHC of the Software. This License is subject to the terms and conditions of the MSA, except as specifically modified in this License, all of which terms and conditions are incorporated herein by this reference.

- A. **Software License Grant.** During the Term of this Agreement, provided that FHC continues to pay Connecture the applicable Software Usage Fees, Connecture hereby grants to FHC a nontransferable, nonassignable, nonexclusive (except as may otherwise be provided herein) license to use the Software, in object code form only, for FHC's business purpose of establishing a web-based hub to facilitate the enrollment of small groups and only for the Products and Regions defined herein.
- B. **Modules:** The Software modules licensed to FHC are summarized below and shall be configured to operate as further defined in each applicable Statement of Work.
- StateAdvantage Small Business Sales Automation
  - StateAdvantage Small Business Underwriting/Questionnaire
  - StateAdvantage Small Business Enrollment Workflow
- C. **Product, Business and Market Segments:** The Software supports and may be used by FHC for the following business and market segments:
- Small Group (employer groups with 4-50 employees). Small Group does not include consumers or individuals seeking coverage apart from an employer entity.
  - New Business
  - Medical
- D. **Regions:** The Software may be used by FHC for the following Regions, each of which is a Participating Affiliate:
- State of Florida
- E. **Reserved Rights.** All rights not specifically granted to FHC hereunder are reserved by Connecture.
- F. **Limitations.** Except as expressly set forth in this Agreement, no express or implied license, moral rights, or other right of any kind is granted to FHC regarding the Software. Without limiting the foregoing and except as expressly set forth in this Agreement, FHC agrees not to, and shall not allow others to, reproduce, copy, market, sell, distribute, transfer, translate, disassemble, decompile, or reverse engineer the Software or create derivative works from the Software. FHC further agrees not to utilize the Software or the Hosted System to operate a service bureau, to provide services to other entities that are not included in this Agreement, to provide services beyond the business purpose of establishing a web-based hub to facilitate the enrollment of small groups and the

associated required underwriting process, or allow non-approved third-parties to directly interface to or integrate with the Software or Hosted System.

G. Documentation. Connecture shall document the FHC Software and shall provide FHC with one electronic copy of the Documentation. Connecture grants FHC permission to duplicate, for its internal use, all Documentation, subject to the terms and conditions of this License. FHC shall use the Documentation solely in connection with the rights granted to FHC under this License.

H. Passwords. FHC shall be fully responsible for all passwords issued to access the application. FHC accepts full responsibility for, and is liable for, all access, authorized or unauthorized, to the system in connection with the password(s) issued to by or on behalf of FHC. FHC agrees to be solely responsible for the confidentiality of all password(s) issued by or on behalf of FHC, and FHC agrees to immediately notify Connecture of any unauthorized use of the passwords or any other breach of security.

I. Warranty Period. For a period of ninety (90) days after acceptance of the Software ("Warranty Period"), Connecture shall, at no additional cost to FHC, correct any material errors or defects in the Software not caused by FHC, regardless of whether any such error or defect is brought to the attention of Connecture by FHC, another user of comparable software, Connecture, or any other person. Connecture shall notify FHC of the existence of any such error or defect within the first business day for both Connecture and FHC that occurs after Connecture becomes aware of such error or defect. If FHC requires additional technical support in the use of the correct Software and documentation beyond what is included in Software Maintenance, Connecture shall furnish such support at FHC's expense on a time and material basis and at the hourly rates mutually agreed upon in the Agreement.

### **3. SOFTWARE MAINTENANCE.**

A. In consideration of the payment of Software Usage Fees identified in Exhibit C (Connecture Fees) and commencing with the termination of the Warranty Period, Connecture will provide FHC with such assistance and support as necessary to cause the Connecture Software to perform materially in accordance with the applicable specifications set forth in any applicable Statement of Work and the Documentation, and shall maintain the Connecture Software in operable condition, providing bug fixes, corrections and/or revising the Connecture Software for Nonconformities ("Software Maintenance")

B. Connecture will provide telephone support from 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, with the holidays of New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas excepted ("Daily Support Hours"). FHC's Project Manager and its designee will be FHC's primary representatives for contact with Connecture regarding Software Maintenance. A backup contact will be identified to provide notification to Connecture in

the absence of the primary representatives. Upon notification of a Nonconformity from FHC, or is otherwise known by Connecture, Connecture will take prompt action to correct the Nonconformity.

- C. Except for Urgent Issues or High Priority Issues as described below, if FHC requires support (e.g., after-hours staffing to remedy a non-critical issue), outside of Connecture's standard hours, set out above in Section 3.B, FHC agrees to pay Connecture for all such non-standard support services that will be billed to FHC at the hourly rates identified in Exhibit C (Connecture Fees).
- D. All defects mutually identified prior to production launch, that the parties agree will be fixed after the Software is in production, will be resolved according to a mutually agreed upon timeframe.
- E. Software Maintenance supports the current generally available major point software release and any major point release immediately prior to the current release of the Connecture Software. Software Maintenance includes new releases and updates that are made commercially available to the Connecture Software, as well as bug fixes and correction of errors to the Connecture Software. All costs associated with migrating FHC from one major or minor point release to another will be on a time and materials basis, at the hourly rate identified in the SOW. As used herein a major point means a number to the left of the decimal, i.e., 1.0, 1.5, 2.0. and the numbers to the right of the decimal shall designate a minor point release.
- F. During the period that Connecture is providing Hosting Services, Connecture shall install all new releases, updates, bug fixes, and corrections. With the exception of the installation of security patches which are included within Hosting Services, the above installation support shall be on a time and materials basis, at the hourly rate identified in the SOW.
- G. Should FHC or any other party without the prior written authorization and approval of Connecture perform any modification, alteration, change or removal to the Software, Connecture shall not be required to perform Software Maintenance.
- H. Connecture does not warrant that modifications to any FHC systems that materially impacts the functionality of the Software and are identified as interfacing or linking to the Software as identified in any SOWs are compatible with the Software unless such modifications were performed with assistance by Connecture.
- I. Connecture shall provide response and support services to FHC for the categories of issues identified in the following table for the Connecture Software. Resolution shall be defined as the migration of the fix to the FHC's user acceptance testing environment for review and sign-off.
  - a) Urgent Issues: Immediate service required: the software is inoperable (i.e., system down, system inoperable). Applies to the total unavailability of the core system functions and impacts all system users. Partial functional outages will be classified as High Priority or Medium Priority as appropriate. Engineer(s) will be deployed pursuant to the following table to remedy the error and as appropriate determine the root cause per the agreed-upon response times set out in the table below and will apply resources as appropriate to resolve the issue until it is successfully resolved.

- b) *High Priority Issues:* Errors that make continued use of the system seriously inconvenient or inaccurate for all users within a category (e.g., internal users, brokers, consumers), or materially inhibit online sales processing. Specifically includes specific pages and functions required to access new sales, proposals or renewals that are not available or do not function specifically to allow completion by a User. Engineer(s) will be deployed pursuant to the following table and as appropriate determine the root cause per the agreed-upon response times set out in the table below and will apply resources as appropriate to resolve the issue until it is successfully resolved.
- c) *Medium Priority Issues:* Errors that materially impact the application flow or User's experience. Specifically includes site navigation and page alignment.
- d) *Low Priority Issues:* Generally related to inaccurate content that already exists on the site.
- i. FHC shall log all defects and service issues into the Test Director website provided by Connecture for such logging and tracking purposes. Prior to logging such issues or defects, and/or contacting Connecture, FHC shall replicate and verify that the issue or defect is within the Connecture Software. If Connecture is performing Hosting Services, Connecture shall promptly notify FHC of all known service issues so that FHC may promptly notify its customer service group of any Urgent or High Priority issues so as to provide good customer service to its Users.
- ii. In all cases the FHC Project Manager or designee(s) reporting the error will be notified as appropriate of the progress made toward the solution along with an estimated time of completion.
- iii. Upon receipt of an issue or event, an engineer will be deployed within the timeframes listed above based on the severity of the issue. Root causes will be communicated to the FHC Project Manager or designee(s) as soon as they are available and will include expected steps and timeframes required to resolve the issues. In the event the issue is not resolved within the timeframes listed above, the FHC Project Manager will be notified with the expected completion time, the reasons why the issues cannot be resolved within the allotted time frame.
- iv. The determination of the severity-level for each specific reported service issue shall be upon mutual agreement of the parties, and if such agreement does not occur, than the following escalation path shall occur:
- Connecture path of escalation will be as follows: Customer Support Consultant > Customer Support Team Lead > Project Director > FHC Account Manager > VP, FHC Services > CEO.
  - The FHC path of escalation will be as follows: Project Manager > Project Sponsor > Project Executive Sponsor

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**Attachment G**  
**Hosting Services**

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Connecture shall, subject to the terms and conditions of this Agreement, including payment by FHC of the Software Usage Fees identified in Exhibit H, provide and operate the Hosted System for the benefit of FHC for each Module, Product and Region, as identified in Exhibit A and or as amended by any Statement of Work. The Hosted System shall be available to Users twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Bulletin boards, chat rooms, and other similar electronic discussion forums shall not be implemented on the site hosted hereunder without the prior written approval by Connecture.

Connecture shall provide FHC with support 24 hours a day, 7 days a week, 365 days a year. Daily telephonic hosting support hours are Monday – Friday, 9:00 am through 5:00 pm, Eastern Standard Time. Support shall also include the application of software builds for operating system and security patches.

If the Hosted System becomes unavailable to Users via the Internet, Connecture shall have qualified personnel respond within 60 minutes for daily telephonic support hours (as set out above) and within 4 hours for non-daily telephonic support hours of notification or discovery of such unavailability and shall render continuous efforts until the problem has been resolved.

C. Reports.

Connecture shall provide a monthly report to FHC on the Hosted System which covers items that the parties shall agree to.

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D. Hosting Capacity.

In the event that Connecture can reasonably justify or demonstrate the need to add additional third party software or any hardware in order to maintain or improve the performance of the Hosted System due to increases in volume, the parties agree to negotiate in good faith as to the terms and conditions for increasing the hosting capacity, the cost of which will be borne by FHC.

G. Acceptable Use.

Without limitation of the foregoing, FHC agrees to use the Hosting System network only for its own lawful purposes. Making available any data or material in violation of any applicable law or regulation is prohibited, including without limitation the transmission of data or information that may be subject to copyright or trade secret protection, or material that is determined to be defamatory, threatening or obscene. FHC agrees to indemnify and hold harmless Connecture from any losses, damages, costs or expenses (including reasonable attorney's fees) resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the hosting service, including any Claim that, if true, would constitute a violation of the paragraph. This indemnity will survive expiration or termination of the Agreement.

**Attachment\_H**  
**FEES**

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**1) Professional Services Fees Identified in a Statement of Work (SOW)**

A) Fees for Professional Services described in a SOW shall be identified within each applicable SOW and shall be at either on a fixed fee basis or time and materials basis and shall not be more than the rates identified in Section B below, if applicable.

B) Additional Professional Services: Fees for Services for additional projects or Change Orders shall be billed at the following hourly rate: \$150

**2) Annual Software Usage Fees.**

StateAdvantage Small Business Sales Automation: \$19,000

StateAdvantage Small Business Enrollment Workflow: \$36,000

StateAdvantage Small Business Underwriting/Questionnaire: \$34,000

Includes Software and Software Maintenance Services as identified in the Agreement.

The Software Usage Fees shall be invoiced on annual basis commencing upon Production Acceptance.

**3) Hosting Fees**

\$60,000 per year. Hosting Fees shall be invoiced on an annual basis commencing upon Production Acceptance.

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