

Employer Program Requirements – Small Group

Welcome to Florida Health Choices, Inc.'s Marketplace. Your participation in the Florida Health Choices Marketplace ("Program") is conditioned on you, the Employer, accepting, without modification the following policies and procedures contained herein. Your electronic signature below constitutes your acceptance and agreement to all such policies and procedures. If you do not agree to the following policies and procedures, you may not participate in the Program, and may not further access or otherwise use this website as a Participating Employer.

1. I agree I am eligible to participate in the Program because I meet the following criteria:
 - (a) An employer with 4-50 employees enrolling in the program
 - (b) A company authorized to conduct business in the State of Florida which shows evident of business activity in the previous 24 months
 - (c) At least eighty-five percent of employees live within the State of Florida
 - (d) Employer will contribute at least 50% of the lowest price plan offered by the vendor selected by employer
 - (e) At least 70 percent of eligible employees will participate in the health plans
2. I agree that my participation in the Program is voluntary.
3. As an Employer participating in the Program, I agree:
 - (a) To submit all information required by Florida Health Choices, Inc.
 - (b) When applicable, to comply with federal tax requirements for the establishment of a cafeteria plan, pursuant to s. 125 of the Internal Revenue Code, including designating of my employee benefit plan as either:
 - (i) a premium payment plan, or
 - (ii) a salary reduction plan that has flexible spending arrangements, or
 - (iii) a salary reduction plan that has a premium payment and flexible spending arrangements.
 - (c) To identify all employees eligible to participate in my employee benefit plan, and that employee participation in my employee benefit plan through the Program will be voluntary.
 - (d) To establish a payroll deduction procedure for my participating employees, subject to the agreement of each individual employee who voluntarily participates in the Program.
 - (e) That Florida Health Choices, Inc. is hereby designated as the third party administrator for my employer health benefit plan.
 - (f) To timely pay all amounts due under the Program, and to complete the Program's ACH form so that all such payments may be automatically deducted from the account I designate on the Program's ACH form.
 - (g) That at least 90 days prior to transfer to the Program, I will notify my employees of my intent to transfer from the existing employee health plan, if any, to the Program.
4. I understand that the above policies and procedures may be modified from time to time in the sole discretion of Florida Health Choices, Inc., and that upon notification of modification of such policies and procedures, and that my continued participation in the Program may be conditioned upon my agreement to the modified policies and procedures.

5. I agree to indemnify, defend and hold FHC, and all its officers, directors, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by me of the foregoing Policies and Procedures, including, without limitation, attorneys fees and costs. As a Participating Employer, I shall cooperate as fully as reasonably required in the defense of any claim. FHC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of FHC.
6. I understand that the Program is governed by the laws of the State of Florida, and the United States, including but not limited to Section 408.910, Florida Statutes. I hereby consent to the exclusive jurisdiction and venue of the state and federal courts within Leon County, Florida, for the resolution of all disputes arising out of my participation in the Program. My agreement to the Policies and Procedures for the Program is subject to existing laws and legal process. Nothing herein shall impair FHC's right to comply with law enforcement requests or requirements relating to my participation in the Program.

I am authorized to and hereby agree to the above Program Requirements on behalf of the above Employer.

ELECTRONIC SIGNATURE HERE