

Florida Health Choices – Vendor Participation

Status - Draft

Start Contract Date	Contract End Date
N/A	N/A

Contact: Lauren McCarthy
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Tallahassee, Florida 32309
(850) 222-0933
lmccarthy@myfloridachoice.org

Summary of Contract: This contract will be signed between Florida Health Choices and the participating vendors to outline the responsibilities and obligations of each party.

Total Paid Prior Years: \$0.00

Total Paid in 2011: \$0.00

Total Paid Contract Term: \$0.00

Outstanding Obligations (if any): \$0.00

Notes:

FLORIDA HEALTH CHOICES, INC.
VENDOR PARTICIPATION AGREEMENT

This Agreement is entered into between Florida Health Choices, Inc. ("FHC"), a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes and [enter VENDOR's COMPLETE LEGAL name], [name of state and state type of business entity] VENDOR ("VENDOR") to participate in the Program and Marketplace as herein described.

WHEREAS, FHC administers a Program and Marketplace ("Program" and "Marketplace") as created by and governed under Section 408.910, F.S., and related state and federal laws, for health care insurance and related products and services; and

WHEREAS, Section 408.910 authorizes certain entities to participate in the Program and to sell certain approved Offerings in the Marketplace as a Participating Vendor if such entities meet the criteria set forth in Section 408.910, F.S., and if it complies with the procedures established by FHC; and

WHEREAS, VENDOR wishes to participate in the Program and sell Offerings through the Marketplace; and

WHEREAS, FHC certifies that VENDOR meets the criteria set forth in Section 408.910, F.S., and has complied with the procedures established by FHC to become a Participating Vendor; and

THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1 Definitions

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

- 1-2 "Calendar Quarter" means the three month periods ending on 3/31, 6/30, 9/30 and 12/31 of each calendar year.

- 1-3 "Corporation" means Florida Health Choices, Inc. ("FHC"), established under Section 408.910, F.S.

- 1-4 "Dependent" means a child, spouse, parent, or certain other relative to whom one contributes all or a major amount of necessary financial support.

- 1-5 "Enrollee Employer" means eligible employers that comply with the enrollment procedures established by the Corporation and elect to make their employees eligible through the Program.

- 1-6 "Florida Statutes" ("F.S.") means the Florida Statutes as amended from time to time by the Florida Legislature during the term of this Agreement.
- 1-7 "Health insurance agent" means an agent licensed under Part IV of Chapter 626, F.S.
- 1-8 "Insurance Products" are those products which are regulated by the Office of Insurance Regulation under the Florida Insurance Code.
- 1-9 "Insurer" means an entity licensed under Chapter 624, F.S., which offers an individual health insurance policy or group health insurance policy, a preferred provider organization as defined in Section 627.6471, F.S., an exclusive provider organization as defined in Section 627.6472, F.S., or a health maintenance organization licensed under part I of Chapter 641, F.S., or a prepaid limited health service organization licensed under Chapter 636, F.S.
- 1-10 "Marketplace" means the single, centralized market established by the Program that facilitates the purchase of Offerings made available in the marketplace.
- 1-11 "Non-risk-bearing" means not assuming the risk of loss.
- 1-12 "Offering" is a product or service made available for purchase through the Program and Marketplace, and may include insurance products regulated by the Office of Insurance Regulation or service contracts as defined in 1-18 herein.
- 1-13 "Offering Agreement" is a written agreement between FHC and the VENDOR that specifies the insurance product, services and other requirements unique to each Offering to be made by the VENDOR in the Marketplace.
- 1-14 "Office of Insurance Regulation" means the office within the Financial Services Commission pursuant to Section 20.121(a)1., F.S., which is responsible for all activities concerning entities licensed under the Florida Insurance Code.
- 1-15 "Participant individual" means an eligible individual who has enrolled in the Program.
- 1-16 "Participating agent" or "Buyer's Representative" is a health insurance agent who voluntarily participates in the Program by complying with the procedures established by FHC for participating agents.
- 1-17 "Program" means the program administered by FHC as created by and governed under Section 408.910, F.S., and related state and federal laws.

- 1-18 "Risk-bearing" means assuming the risk of insuring individuals without the protection of a reinsurance program under the Florida Insurance Code.
- 1-19 "Service contract" means a contract for products or services which are not regulated by the Office of Insurance Regulation, but are the type of product or service which VENDOR may legally provide and for which VENDOR has the capability to provide in the normal course of its business.
- 1-20 "Vendor" means a vendor as defined in Section 408.910, F.S., and certified by FHC as complying with the requirements and procedures set forth by FHC.

Section 2 Term and Termination of this Agreement

- 2-1 This Agreement is effective for one (1) year from the date of execution of this Agreement by FHC, and automatically renew from year to year unless terminated by FHC or VENDOR in accordance with Paragraph 2.2 of this Contract.

2-2 Termination of Agreement

2-2.1 Termination for Lack of Funding

This Agreement 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 Agreement if funding for the Program is to be changed or terminated such that this Agreement could not be sustained. FHC shall send VENDOR notice of termination and include a termination date of not less than thirty (30) calendar days from the date of the notice.

2-2.2 Termination for Lack of Payment

If FHC fails to make payments in accordance with the terms of this Agreement, VENDOR may terminate this Agreement and pursue the appropriate remedies for FHC's breach of its payment obligations. VENDOR must provide FHC at least thirty (30) calendar days written notice of any termination due to lack of payment and allow FHC an opportunity to correct the default prior to such termination.

2-2.3 Termination for Lack of Performance or Breach

The continuation of this Agreement is contingent upon the satisfactory performance of the VENDOR and corresponding evaluations by FHC. If VENDOR fails to make timely progress on the objectives of this Agreement or fails to meet the deliverables described under this Agreement in the time and manner prescribed, FHC reserves the right to terminate this Agreement, 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 VENDOR to cure any performance deficiencies prior to termination.

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

Waiver of the failure to perform satisfactorily or of breach of any provision of this Agreement 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 Agreement.

- 2-2.4 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 VENDOR 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 VENDOR, 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 VENDOR required under this Agreement, or any applicable state or federal laws or a rule or regulation.

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

2-2.5 Termination upon Revision of Applicable Law

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

2-2.6 Termination upon Mutual Agreement

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

- 2-2.7 Either party may terminate this Agreement without cause by providing written notice to the other party at least thirty (30) days prior to the beginning of a Calendar Quarter. Such termination shall be effective at the end of the Calendar Quarter which the notice preceded.

Section 3 Payments

- 3-1 VENDOR agrees to accept payment directly from FHC for all premiums and/or fees of Enrollees or Participants of the Program who utilize the Offerings of VENDOR, as set forth in all executed Offering Agreements which are then in effect.
- 3-2 FHC will make payment to VENDOR bi-monthly on the 15th day of the month and the last day of the month in accordance with enrollment data and at the prices set forth in all executed Offering Agreements which are then in effect.
- 3-3 In the event VENDOR disagrees with or questions any amount paid by FHC, VENDOR agrees to communicate such disagreement to FHC in writing within thirty (30) calendar days of payment. Any disagreement or question about an amount that is not made within the 30-day period is waived. In the event VENDOR is entitled to a reimbursement regarding a timely claim, FHC will credit the reimbursement to the next payment due under 3-2 of this Agreement.
- 3-4 If VENDOR or FHC discovers that FHC has made payments in excess of the amounts due to VENDOR, such party shall notify the other party within thirty (30) days of such discovery, and VENDOR shall either refund the amount to FHC within thirty (30) days, or notify FHC that the amount should be deducted from the next payment due to VENDOR under 3-2 of this Agreement.

Section 4 Duties of VENDOR

- 4-1 Vendor Status
- 4-1.1 VENDOR agrees and acknowledges that its participation in the Program is voluntary.
- 4-1.2 VENDOR understands and agrees that it may not sell products that provide risk-bearing coverage unless VENDOR is authorized under a Certificate of Authority issued by the Office of Insurance Regulation under the provisions of the Florida Insurance Code.
- 4-1.3 Excluded Vendor: A vendor that is otherwise eligible to participate in the Program may be excluded from participating in the Program for engaging in deceptive or predatory practices, financial insolvency, for failure to comply with the terms of this Vendor Participation Agreement, any Product or Services Contract, or any of the standards or

policies established by FHC; or for failure to comply with applicable laws and regulations pertaining to the Florida Insurance Code.

4-2 Deliverables

4-2.1 Offerings

VENDOR Offerings may be Insurance Products or Service Contracts, or both. VENDOR agrees that prior to sale of any Offering through the Program that VENDOR must submit to FHC the type of Offering, a complete description of the covered service and benefits, the provider network, any payment restrictions, the price, the frequency of rate or price changes, compliance with the insurance code, initial effective date, and any other pertinent details of such Offering in a form prescribed by FHC. Upon approval by FHC, VENDOR must execute an Offering Agreement with FHC which shall incorporate all the terms and conditions of this Vendor Participation Agreement, and which shall set forth all the details of the Offering in a form prescribed by the FHC.

4-2.2 Appointment of Agents

VENDOR agrees to appoint agents who participate with FHC and is responsible for their compensation. VENDOR may appoint additional participating agents.

4-2.3 Reporting

FHC may conduct a vendor performance review no more than annually, unless otherwise determined necessary by FHC. Standard statewide monitoring instruments outlining the performance standards, requirements and best practices, and the methodology (including source documents) to be used for each, shall be given to all VENDORS in advance of the monitoring activity.

4-2.4 Responsiveness to FHC

VENDOR agrees to be responsive to all inquiries of FHC, and shall respond orally or in writing within no less than five (5) business days of a FHC inquiry.

4-2.5 Grievance Procedures

VENDOR agrees to establish a method to accept and consider complaints or grievances received by the FHC or its Third Party Administrator when the complaint or grievance is most appropriately handled by the VENDOR.

4-3 Records Retention and Accessibility

- 4-3.1 VENDOR agrees to maintain books, records and documents in accordance with generally accepted accounting principles.
- 4-3.2 VENDOR shall have all records used or produced in the course of the performance of this Agreement available to FHC at all reasonable times for inspection, review, audit or copying, by any vendor contracted with FHC or any state or federal regulatory agency as authorized by law or FHC. Access to such records shall be during normal business hours and shall be either through on-site review of records or through the mail. These records shall be retained for a period of at least five (5) years following the term of this Agreement, 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.
- 4-3.3 VENDOR agrees to cooperate in any evaluative efforts conducted by FHC or an authorized subcontractor of FHC, or both during and for a period of at least five (5) years following the term of this Agreement. These efforts may include a post-Agreement audit.
- 4-3.4 VENDOR shall include all the requirements of this subsection in all approved subcontracts and assignments and VENDOR agrees to require subcontractors and assignees to meet these requirements.

4-4 Use of Subcontractors or Affiliates

VENDOR may contract with subcontractors or affiliates to deliver services under this Agreement provided that all such agreements between VENDOR and its subcontractors or affiliates to provide services under this Agreement shall be reduced to writing and shall be executed by both parties, and shall require that the subcontractor or affiliate fully comply with all terms and conditions of this Agreement between VENDOR and FHC. Failure of VENDOR to comply with the provisions of this section shall constitute a breach and renders this Agreement subject to cancellation by FHC.

4-5 Indemnification

VENDOR 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 VENDOR; or
- B. Any failure of VENDOR, its officers, employees to observe the requirements of applicable Florida or federal law, regardless of whether FHC knew or should have known of such failure.

4-6 Insurance

VENDOR shall not commit any work in connection with this Agreement until it has obtained all types and levels of insurance required and approved by FHC. Such coverage may include but is not limited to workers' compensation, general liability, professional liability, fire insurance, and property insurance depending upon the types of services being provided and shall be attached as Attachment F to this Agreement. VENDOR shall, upon the request of FHC, 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 five (5) business days of such request. Failure to provide proof of coverage when requested may result in the Agreement being terminated.

FHC shall be exempt from and in no way liable for any sums of money that may represent a deductible, copay, or other cost sharing mechanisms in any insurance policy. FHC shall also be exempt from and in no way liable for any premiums paid on any insurance policy pursuant to this Agreement. The payment of such a deductible, copay, other cost sharing mechanisms, or premiums shall be the sole responsibility of VENDOR and/or subcontractor holding such insurance.

Section 5 General Terms and Conditions

5-1 Amendment

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

5-2 Attachments

Attachments A through F are incorporated into this Agreement by reference. For any conflict between these Attachments and this Agreement, the Attachment shall control.

5-3 Attorneys' Fees

In the event of any legal action, dispute, litigation or other proceeding with relation to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' 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.

5-4 Bankruptcy

VENDOR 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 Agreement.

5-5 Change of Controlling Interest

FHC shall have the absolute right to elect to continue or terminate this Agreement, at its sole discretion, in the event of a change in the ownership or controlling interest of VENDOR. VENDOR 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 Agreement.

5-6 Confidentiality

Certain information held by the Corporation is deemed to be “proprietary confidential business information” or is otherwise exempt from the Florida Public Records Act pursuant to Section 408.910, F.S. VENDOR shall treat all proprietary confidential business information, particularly personal or identifying information relating to Applicants, Enrollees, and FHC client or customers lists, that is obtained through its performance under this Agreement, as confidential information to the extent confidential treatment is provided under state and federal laws.

VENDOR 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 Agreement. 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 or entities.

VENDOR and FHC mutually agree to maintain the integrity of all proprietary information to the extent provided under the law. All proprietary information of VENDOR will be so designated. 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. This requirement does not extend to routine reports and other disclosures necessary for efficient management of the Program.

VENDOR 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, VENDOR 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 VENDOR in conjunction with this Agreement. However, VENDOR agrees to advise FHC prior to the release of any such information.

5-7 Conflicts of Interest

5-7.1 Conflicts of Interest

VENDOR confirms that to the best of its knowledge, the responsibilities and duties assumed pursuant to this Agreement are not in conflict with any other interest to which VENDOR is obligated or from which VENDOR benefits. Further, VENDOR 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 Agreement and which may occur in the future.

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

5-7.2 Gift Prohibitions

In accordance with FHC Corporate Policies, VENDOR 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.

5-7.3 Non-Solicitation

- A. VENDOR recognizes and acknowledges that as a result of this Agreement VENDOR will come into contact with employees of FHC and that these employees have received considerable training by FHC. VENDOR agrees not to solicit, recruit or hire any individual who is employed by FHC during the term of this Agreement.
- B. VENDOR agrees that it will not solicit FHC Enrolled Employers or Participant Individuals for products or services which are similar to or which compete with Offerings in the Marketplace, nor shall VENDOR attempt to encourage Enrolled Employers or Participant Individuals to un-enroll in the Program.
- C. The prohibitions in this Paragraph 5-7.3 shall be in effect for both the term of this Agreement and for the twelve (12) months immediately following its termination.

5-8 Force Majeure

Neither party shall be responsible for delays of failure in performance of its obligations under this Agreement 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 Agreement, fire, communication line failure, computer hardware failure, computer executive software failure, power failure or shortage, fuel shortages, hurricanes or other natural disasters.

5-9 Governing Law; Venue

This Agreement shall be governed by applicable state and federal laws and regulations as such may be amended during the term of the Agreement, whether or not expressly included or referenced in this Agreement. Any legal action with respect to the provisions of this Agreement shall be brought in state court in Leon County, Florida.

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

- 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 XI 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 Americans with 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 VENDOR of unauthorized aliens a violation of this Act.
- H. OMB Circular A-102, A-87, 45 CFR-92, and Attachment A of this Agreement which identifies procurement procedures which conform to applicable federal law and regulations with regard to debarment, suspension, ineligibility, and involuntary

exclusion of contracts and subcontracts. 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. The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended from time to time ("HIPAA").
- J. All applicable state and federal laws and regulations governing FHC.
- K. All regulations, guidelines and standards as are now or may be lawfully adopted under the above statutes.

VENDOR agrees that compliance with this paragraph 5-9 constitutes a condition of VENDOR's continued participation in the Program through this Agreement and such compliance is binding upon VENDOR, its successors, transferees and assignees for the period during which services are provided. It is expressly understood that evidence of VENDOR's refusal or failure to substantially comply with this section or such failure by VENDOR in performing under this Agreement shall constitute a breach and renders this Agreement subject to unilateral cancellation by FHC.

5-10 Independent Contractor

The relationship of VENDOR 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 Agreement or as otherwise agreed to in writing by the parties, and nothing contained in this Agreement 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.

5-11 Name and Address of Payee

Unless otherwise specified in an Offering Agreement, the name and address of the official payee to whom any payment shall be made:

For VENDOR:

Name

Address

Phone/fax

Email

5-12 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 Agreement shall be directed as follows:

For FHC:

Administrative Services Manager
Florida Health Choices, Inc.
200 W. College Avenue, Suite 203
Tallahassee, FL 32301
850-222-0933 (Phone)
850-222-8222 (Fax)

For VENDOR:

Name

Address

Phone/fax

Email

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

5-13 Severability

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

5-14 Survival

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

5-15 Entire Understanding

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

(TWO (2) SIGNATURE PAGES FOLLOW)

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized. This Agreement shall be effective upon execution by FHC.

FOR VENDOR:

NAME: _____

TITLE: _____

DATE SIGNED: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

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 before me this _____ day of _____, 20__, by Rose M. Naff, as Chief Executive Officer on behalf of Florida Health Choices, Inc. 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 _____

Reviewed by:

_____ Date: ____/____/20__

Wilbur E. Brewton
Fla Bar Number: 110408

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 VENDOR 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 which audit federal programs must also sign, regardless of the contract amount. 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. VENDOR shall provide immediate written notice to the contract manager at any time VENDOR 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. VENDOR 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. VENDOR 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. Florida Health Choices, Inc., may rely upon a certification of VENDOR 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. Subcontractors' certifications must be kept at the VENDOR's business location.

CERTIFICATION

VENDOR certifies, by signing this certification, that neither VENDOR 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 VENDOR is unable to certify to any of the statements in this certification, VENDOR shall attach an explanation to this certification.

Signature (Above)

Name and Title of Authorized Signatory:

Date of Signature

Name of VENDOR 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 VENDOR and Business Address:

ATTACHMENT C
REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE:
CERTIFICATION

CERTIFICATION

VENDOR certifies, by signing this certification, that:

1. VENDOR is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended from time to time ("HIPAA"), and is in compliance with HIPAA.
2. VENDOR will, in accordance with HIPAA, appropriately safeguard the individually identifiable health information which is personal health information ("PHI") and/or electronic protected health information ("EPHI") received or exchanged under the terms of this Vendor Participation Agreement in accordance with HIPAA.
3. VENDOR will notify Florida Health Choices, Inc. in writing within fifteen (15) days in the event that VENDOR no longer qualifies as a Covered Entity, or is not in compliance with HIPAA.

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.

Signature (Above)

Date of Signature

Name and Title of Authorized Signatory: _____

Name of VENDOR: _____

Business Address of VENDOR: _____

**ATTACHMENT D
DISCLOSURE FORM**

VENDOR NAME: _____

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

Type of Relationship (Business, Personal)	Name of Organization or Individual	Status of Organization or Individual (Current VENDOR, 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 Agreement between FHC and VENDOR may be terminated at FHC's sole discretion.

Submitted By:

Date of Submission:

(Signature Above)

Name: _____

Title:_____

ATTACHMENT F
Insurance Coverage

Without limiting any of VENDOR's obligations or liabilities hereunder, VENDOR further agrees to procure and maintain at VENDOR's sole cost and expense the following insurance on an occurrence basis:

(1) Commercial General Liability Insurance, including but not limited to products and completed operations and contractual liability coverage, for bodily injury, death, and property damage with limits of liability of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; and

(2) Automobile Liability, covering all owned, non-owned, and hired vehicles with a combined limit of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; and

(3) VENDOR shall provide Workers' Compensation benefits to its employees as required by and in compliance with Florida law; and

(4) Professional Liability Insurance in the amount of \$10,000,000.
FHC shall be an additional Insured on VENDOR's policies of insurance specified in above Paragraphs (1), (2) and (4).