

Florida Health Choices, Inc.
Employer Terms and Conditions

Welcome to Health Choices, Florida's Insurance Marketplace. Your participation in the Florida Health Choices Marketplace ("Program") is conditioned on you, the Employer, accepting, without modification the following terms and conditions contained herein. Your electronic signature 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 at least one of the following criteria:
 - (a) An employer which meets the criteria established by Florida Health Choices, Inc. who elects to make its employees eligible through the Program.
 - (b) A fiscally constrained county described in s. 218.67, F.S.
 - (c) A municipality having a population of fewer than 50,000 residents.
 - (d) A school district in a fiscally constrained county.
 - (e) A statutory rural hospital.
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 appropriate, 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) That any employer contributions I make will be of equal amounts or of equal fixed percentage for each eligible employee.
 - (d) 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.
 - (e) To follow the dispute resolution procedures set out by vendors I select for enrollment.

- (f) To establish a payroll deduction procedure for my participating employees, subject to the agreement of each individual employee who voluntarily participates in the Program.
- (g) That Florida Health Choices, Inc. is hereby designated as the third party administrator for my employer health benefit plan.
- (h) To timely pay all amounts due under the Program.
- (i) 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 terms and conditions may be modified from time to time in the sole discretion of Florida Health Choices, Inc., and that upon notification of modification of such terms and conditions, that my continued participation in the Program is conditioned upon my agreement to the modified terms and conditions.

5. I agree to indemnify, defend and hold Florida Health Choices, Inc., 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 terms and conditions, including, without limitation, attorney's fees and costs. As a Participating Employer, I shall cooperate as fully as reasonably required in the defense of any claim. Florida Health Choices, Inc. 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 Florida Health Choices Inc.

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 courts within Leon County, Florida, for the resolution of all disputes arising out of my participation in the Program. My agreement to the terms and conditions for the Program is subject to existing laws and legal process. Nothing herein shall impair Florida Health Choices, Inc.'s right to comply with law enforcement requests or requirements relating to my participation in the Program.

7. I understand that any material misrepresentation or material omission may be used to reduce or deny a claim or service or void a contract; ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

8. I reject the basic and standard coverage options.

Employer has fully read, fully understands, and agrees to the Employer Terms and Conditions above. Employer certifies that employer meets the eligibility requirements for participation in the Program.

Close this window to e-sign this agreement and finish your registration.

Florida Health Choices, Inc. Employee Participant Terms and Conditions

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

1. I agree I am eligible to participate in the Program because I am an eligible employee of an Employer enrolled in the program.
2. I agree that my participation in the Program is voluntary.
3. I agree to submit all information required by Florida Health Choices, Inc.
4. I agree to payroll deductions through my employer for any amounts I owe under the Program.
5. I agree to follow the dispute resolution procedures set out by vendors that I enroll with.
6. I understand that these terms and conditions may be modified from time to time in the sole discretion of Florida Health Choices, Inc., and that upon notification of modification of such terms and conditions, that my continued participation is conditioned upon my agreement to the modified terms and conditions.
6. 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 terms and conditions, including, without limitation, attorneys fees and costs.
7. 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 courts within Leon County, Florida, for the resolution of all disputes arising out of my participation in the Program. My agreement to the terms and conditions 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.
8. I understand that any material misrepresentation or material omission may be used to reduce or deny a claim or service or void a contract; ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Employee has fully read, fully understands, and agrees to the Employee Participant Terms and Conditions above. Employee certifies that employee meets the eligibility requirements for participation in the Program.

Close this window to e-sign this agreement and finish your registration.

