



Spring 2015 SOLICITATION OF INTEREST

Marketing and Communication Services

For
The Health Insurance Marketplace

Florida Health Choices, Inc.
200 West College Avenue, Suite 203
Tallahassee, FL 32301
(850) 222-0933
www.myfloridachoice.org

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Section One: Purpose

This Solicitation of Interest is issued by Florida Health Choices, Inc. (Corporation).

The Corporation is soliciting proposals from interested parties for a variety of marketing, public relations and creative services. The organization(s) selected may be responsible for conducting some or all of the activities described in this solicitation on either an on-going basis through a long-term contract or through short-term, project-limited arrangements on an as-needed basis.

Firms may propose additional services that are not included in this Solicitation if the respondent believes the Corporation would benefit from such services.

The Corporation expects to award at least one (1) Contract but reserves the right to award more than one should this be to the benefit of the Corporation in its sole discretion. Respondents are not guaranteed any minimum level of services under this Solicitation and respondents must be willing to work and coordinate efforts with others.

The Corporation's budget for communications and marketing during the 2015 calendar year is \$130,000 with an unspent balance of approximately \$80,000 remaining. The budget for 2016 will be established in December.

The proposed effective date of any contract(s) issued under this Solicitation is June 1, 2015.

Final authority on all matters related to this solicitation rests with the Corporation.

Section Two: Calendar and Contact

A. Calendar of Events

Responses Requested:	On or before April 24, 2015
Anticipated Date of Award:	May 8, 2015
Contract Effective Date:	June 1, 2015

B. Designated Contact

Laura Schaecher
Florida Health Choices, Inc.
200 West College Avenue, Suite 203
Tallahassee, Florida 32301
Info@myfloridachchoices.org

Section Three: General Introduction to Florida Health Choices

A. Established by the State of Florida

The Florida Legislature created Florida Health Choices, Inc. in 2008 by enacting Section 408.910, Florida Statutes. Changes adopted by the 2013 Florida Legislature can be found at the following link:

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=408.910&URL=0400-0499/0408/Sections/0408.910.html

In establishing the Corporation, the Florida Health Choices Program (Program) and Florida's Health Insurance Marketplace (Marketplace), the Florida Legislature found that a significant number of state residents did not have adequate access to affordable, quality health care. Specifically, the Florida Health Choices Program was established to:

- Expand opportunities for Floridians to purchase affordable health insurance and health services
- Preserve the benefits of employment-sponsored insurance while easing the administrative burden for employers who offer these benefits
- Enable individual choice in both the manner and amount of health care purchased
- Provide for the purchase of health care coverage
- Disseminate information to consumers on the price and quality of health services
- Sponsor a competitive market that stimulates product innovation, quality improvement, and efficiency in the production and delivery of health services

B. Potential Impact of Health Care Reform

Florida Health Choices, Inc. is not a State-designated American Health Benefit Exchange for individuals or a Small Business Health Options Program (SHOP Exchange) as defined by the Patient Protection and Affordable Care Act. Florida's Marketplace is not a federally-facilitated exchange or marketplace operated by the federal government on behalf of the State of Florida. Likewise, the programs operated by the Corporation are not subject to federal approval.

Section Four: The Health Insurance Marketplace™

A. About Exchanges

Online benefit exchanges are expected to rapidly replace traditional purchasing methods for both employers and individuals. This trend is fueled by advances in technology and recent standardization of product rules. It is estimated that 40 million Americans will select their benefit plan utilizing a private exchange by the year 2018. Another 31 million are expected to enroll through public exchanges established under the Patient Protection and Affordable Care Act.

B. The Health Insurance Marketplace™

The Health Insurance Marketplace slogan is registered with the State of Florida, Division of Corporations, and owned by Florida Health Choices, Inc. and, collectively, is the name given to online benefit exchanges operated by the Corporation.

The Marketplace main point of entry is located on the internet at: www.myfloridachoice.org

The Marketplace currently operates the following exchange options:

- Direct to Consumer: Comprehensive Health and Ancillary Products
- Direct to Consumer: Discount Medical Plans
- Association Private Exchange (AEX)

The Marketplace also offers the following exchange options that are not yet operational:

- Florida Employer Exchange (FLEX)
- Single Insurer Exchange (SIX)
- Agency Private Exchange (APEX)

C. Marketplace Target Audience

The Marketplace seeks to enroll Floridians that do not qualify for subsidized coverage like Medicaid, the Children's Health Insurance Program known as Florida KidCare, or the federally facilitated exchange located at Healthcare.gov. Therefore, the total population eligible for enrollment in the Health Insurance Marketplace is several million individuals and families.

D. Marketplace Vendors

The Marketplace currently offers the products and services of several health insurers, limited benefit plans and discount medical plans. The number of plan options varies by geographic area.

E. Enrollment Periods

The Marketplace operates distinct enrollment periods.

1. Regular Open Enrollment Period for Individuals and Families

This enrollment period applies to comprehensive health insurance coverage for individuals and families. The next regular open enrollment period is November 1, 2015, through January 31, 2016.

2. Special Enrollment Period for Individuals and Families

This enrollment period also applies to comprehensive health insurance coverage for individuals and families. In 2015 the special enrollment period began March 15, 2015, and will continue through October 31, 2015. During this time the Marketplace can accept enrollment when the applicant reports a qualifying life event such as marriage, divorce, or birth of a child.

3. Year-Round Enrollment for Other Products and Services

The Marketplace accepts enrollment in discount medical plans and limited benefit plans year-round. No qualifying life event is required for these products.

4. Open Enrollment for Employers

When group coverage is available, it is offered throughout the year to employers. The employer will establish an open enrollment period for eligible employees.

Section Five: Communication Planning

A. Range of Services

The Corporation seeks one or more firms capable of assisting with any or all of the following activities:

- Strategic communication planning
- Public relations and advocacy
- Crisis and Issue Management
- Media relations
- Marketing campaign development and coordination including but not limited to:
 - Annual Open Enrollment Campaign
 - Special Open Enrollment Campaign
 - Association Specific Campaigns
 - Profession Specific Campaigns
 - Product Specific Campaigns
- Management of target data
- Social media
- Advertising
- Video Production
- Web site development, maintenance, and management
- Report production
- Graphic design
- Message and content development
- Media campaign materials
- Engaging target populations
- Assessing the effectiveness of any communication effort

Respondents are encouraged to recommend additional services.

B. Example Activities

The following are example of activities that the Corporation and the respondent may undertake:

1. General Awareness Campaign

Activities of interest may include a review of the Corporation's brand and its programs. Develop a new brand or grow awareness of the current brand. Promote the Corporation as an objective source of information and the place to buy health insurance and related services. Promote the ability for anyone to participate in the Health Insurance Marketplace and its ease of use. Drive

web traffic to the Corporation's website using a variety of methods including social media, paid media, earned media, blog content and any other activity recommended by the respondent.

2. Direct to Consumer Open and Special Enrollment Campaigns

While it is important to conduct a campaign about the Regular Open Enrollment period that commences November 1, 2015, the Corporation recognizes that numerous other organizations are engaged in similar activity during the same period and it is especially challenging to break through the "noise" on a limited budget.

The Corporation is especially interested in innovative and cost effective approaches that may be recommended by the respondent to:

- Differentiate the Corporation's Marketplace and break through the noise
- Generate year-round awareness to offset the marketing of other organizations preceding and during regular open enrollment

3. Association Specific Campaign

The Corporation recently became a partner to a professional association with 140,000 members and offers an Association Private Exchange (APEX) to the membership. The regular and special open enrollment periods for individuals and families as noted in this SOI apply to this APEX. Corporation staff will staff a booth at the association's summer trade show.

The Corporation has data identifying all similarly licensed professionals in Florida, their mailing addresses and, in most cases, an email address.

The activities of interest to the Corporation in this case could include development of profession- targeted messaging, management of the available data, a planned schedule of communication including type and frequency of messaging and an assessment of message effectiveness. Development of signage and/or collateral for use at the summer trade show is also of interest.

4. Profession Specific Campaigns

The Corporation is actively exploring the development of a profession-specific exchange for addition to the current Marketplace. Staff of the Corporation have identified over 30 professional license categories issued to individuals by the Florida Department of Business and Professional Regulation. The Florida Department of Health similarly licenses approximately 40 separate profession types. The combined number of professional licensees exceeds one million persons. The regular and special open enrollment periods for individuals and families as noted in this SOI would apply to this new program component.

The Corporation will gather data to identify all of these licensed professionals in Florida including mailing addresses and other contact information to the extent available under a public records request.

The activities of interest to the Corporation in these cases could include development of profession- targeted messaging, management of the available data, a planned schedule of communication including type and frequency of messaging and an assessment of message effectiveness for each separate profession type. Assistance with identifying opportunities to attend trade shows or conferences of the various profession types is also of interest to the Corporation.

Section Six: General Conditions

A. Corporation-Furnished Property

No material, labor, or facilities will be furnished by the Corporation unless otherwise provided for in this procurement.

B. Special Note

The Corporation is a private, not-for-profit corporation, and is not subject to the bid requirements of the State of Florida. It is not a state agency. The Corporation may elect to consider or reject any or all responses. Information received under this procurement is not available to vendors until agreements have been signed. A respondent's submission indicates agreement to this statement.

C. Excluded Organizations

The Corporation will not consider, directly or indirectly, any organization that is debarred, suspended, ineligible or voluntarily excluded from doing business with any state or federal agency.

Otherwise eligible firms may be excluded from participating in the program for deceptive or predatory practices, financial insolvency, or failure to comply with the terms of the participation agreement or other standards set by the Corporation.

D. Performance Standards

Please know that the Corporation is committed to negotiation of reasonable standards of performance.

E. Written Questions and Answers

All questions regarding the procurement must be in writing and submitted to info@myfloridachoice.org. If questions are submitted by e-mail as an attachment, they must be submitted in Microsoft Word format.

F. Preparation of Proposals

Responses must be prepared in conformity with all instructions, conditions, and requirements included in this procurement and the applicable parts. Respondents are expected to examine all

documentation, schedules and requirements, and complete all exhibits pertaining to their offers. Failure to observe all terms and conditions will be at the respondent's own risk.

G. Partial Response Permitted

The Corporation may, at its option, consider proposals in part.

H. Most Favorable Terms

The Corporation reserves the right to award a contract without any further discussion with the respondent. Therefore, any proposal should be submitted in complete form, and pursuant to all terms and conditions as required in the procurement. The Corporation reserves the right to contact individual respondents to clarify any point regarding their proposal or to correct minor discrepancies. The Corporation reserves the right to reject any and all proposals at its discretion.

I. Cost of Proposal Preparation

The entire cost for preparation and delivery of proposals or letters of interest shall be borne by the respondent. The Corporation expects any firm responding to this Solicitation of Interest to recover any design, compliance, start-up, implementation and development costs over the course of the entire contract.

J. Property, Right to Use, and Public Documents

All responses become the property of the Corporation upon receipt and will not be returned to the respondent. The Corporation has the right to use any and all ideas or adaptations of ideas contained in any response to this procurement. Selection or rejection of the response will not affect this right. All proposals become public documents after contract award.

K. Withdrawing a Response

Responses may be withdrawn prior to final award by written notice sent to info@myfloridachchoices.org.

L. Oral Interviews

The Corporation may request oral interviews for the purpose of explaining or clarifying any elements of a response. Respondents will be notified if oral presentations are required.

M. Site Visits

The Corporation may request one or more site visits. The Corporation will notify any vendors selected for a site visit in writing. The vendor agrees to allow the Corporation access on its site visit to validate capabilities required of the vendor for participation in the Marketplace.

N. Contracts

In subsequent parts of this Solicitation of Interest, contract terms applicable to specific vendors, offerings, or phases of program implementation are provided. All contracts will appear in draft form and the Corporation is interested in receiving vendor-suggested contract revisions for consideration.

O. Announcements

To ensure the accuracy of any public communication, the content of any announcement, press release or statement issued concerning this Solicitation of Interest or a resulting contract must be submitted to and approved by the Corporation prior to release.

Section Seven: Preparation and Submission of Response

A. Specific Content

Please submit the proposal in hard copy and electronic format. A hard copy submission must be clearly marked with the respondent's official and legal name, address and contact information. Information submitted electronically must be in WORD format. The content to be included follows:

1. Profile of Respondent

In this section, please provide background information and a profile of the respondent including any experience with providing similar services as well as:

- Experience with open enrollment periods
- Experience working with health insurers or the health care field
- Experience working with an exchange or employer benefit programs

This section should include a listing of current or previous clients as references.

Respondents should also include the size of the firm, the office location(s) that would be engaged in the performance of services under this SOI and, if applicable, the number and education and experience of the professional staff providing services covered by the response.

2. Covered Services

For each proposed service offered in the response, please address:

- The key features of the service or component
- If part of an overall plan, the role it plays in that plan;
- The organization's approach and timeframe to the delivery of that service;
- Key milestones or steps involved for timely delivery;
- Identification of personnel that will be responsible for its success;
- The expected outcomes for the Health Insurance Marketplace, if any.

Respondents may propose other related information not detailed above.

3. Contract

Provide an affirmation attesting agreement to all terms as proposed under this SOI and its Exhibit A. Respondents are also encouraged to offer revisions to the contract by submitting them in a format that reflects additions and deletions to the proposed contract terms.

4. Pricing

Respondents may submit multiple pricing proposals. Pricing can be presented as fixed consulting fees with costs included in those fees clearly defined, deliverable based, as hourly rates, project based or any combination of pricing schedules.

Regardless of how many combinations are presented, the Corporation reserves the right to negotiate with any, all or one respondent for the best combination of prices and services based on the proposals as submitted.

B. Evaluation

Factors that are taken into consideration during the evaluation of responses include, but may not be limited to:

- Experience providing similar services
- Proposed work plan and services being offered compared to the objectives of the Program
- Demonstrated ability to meet contract requirements in a timely manner
- Competitiveness and value of cost proposal(s) and pricing approaches
- Reference checks

Proposals will be evaluated by a staff evaluation team and the Corporation's board of directors. Personal interviews may be requested. If scheduled, all interviews will be conducted in Tallahassee, Florida. Contract award is expected to be announced Friday, May 8, 2015.

Appendix A: Standard Services Contract

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”) 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.

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 “Applicant” means those employers, individuals, vendors, and health insurance agents as set forth in Section 408.910(4), F.S.

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.

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.

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 FHC agrees to pay ENTITY at the rate of _____ per _____ for the performance of services under this Contract. However, all billing must be itemized with specificity as to time, date, purpose and specific number of hours.

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. 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]**

4-2 Records Retention and Accessibility

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. ENTITY shall have all records used or produced in the course of the performance of this Contract available at all reasonable times for inspection, review, 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 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. These efforts may include a post-Contract audit.

D. Additionally, ENTITY agrees to provide to FHC, by July 1st (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 1st (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 Claims/Disputes/Governing Laws

- A. This Agreement, and any claims or disputes arising out of or relating thereto shall be governed by the laws of the State of Florida. The parties hereby consent to the exclusive jurisdiction and venue in the state courts of the State of Florida, Leon County, in connection with any dispute or other matter arising out of this Agreement.
- B. Any claim or dispute which either party may have against the other, arising out of this Agreement, shall be presented by the claimant in writing to the other party not later than thirty (30) calendar days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

C. In the event of any such claim or dispute, the parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be negotiated between the parties' senior officials who shall have decision making authority (but not direct responsibility for the administration of this Agreement), utilizing Alternative Dispute Resolution (ADR) techniques; provided however, that nothing therein contained shall prohibit either party from terminating its participation in ADR during any stage of the ADR process.

D. If any claim or dispute arising hereunder is not resolved either party may, upon giving the other party at least ten (10) calendar days prior written notice, initiate litigation to submit such claims or disputes for decision by a court of competent jurisdiction as stated in Paragraph 11.a. above.

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. Continuing evidence of insurance coverage must be provided to FHC by July 1st 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.

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.

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

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. 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 prior to the release of any such information.

5-8 Conflicts of Interest

5-8-1 Conflicts of Interest

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 of 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 on 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.

200 West College Ave, Suite 203 Tallahassee, FL 32301

850-222-0933 (Phone)

For ENTITY:

Name

Address

Phone/fax

Email

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.

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 (___)] 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. 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 [_____ DOLLARS (\$_____.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 [_____ (___)] 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.

5-19 Prior Agreements

Any prior non-disclosure agreement(s) between ENTITY and FHC shall be terminated upon effective execution of this contract.

[TWO (2) SIGNATURE PAGES FOLLOWS]

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

FOR

ENTITY:

NAME:

TITLE:

DATE SIGNED:

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged to me before this _____ day of _____, 20____, by _____, as _____ on behalf of _____. 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/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: xxxxxxxx

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:

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.

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.

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:

ATTACHMENT C
REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
COMPLIANCE:
BUSINESS ASSOCIATE (BA) AGREEMENT

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 (“E PHI”) 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 E PHI 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)

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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 _____, 20____.

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